

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

INTERNATIONAL BROTHERHOOD	)	
OF ELECTRICAL WORKERS, LOCAL	)	
UNION 357, AFL-CIO,	)	
	)	No. 19-70322
Petitioner/Cross-Respondent,	)	19-70575
	)	
vs.	)	NLRB No. 28-CC-115255
	)	
NATIONAL LABOR RELATIONS	)	
BOARD,	)	
	)	
Respondent/Cross-Petitioner.	)	
	)	
	)	

---

**SUPPLEMENTAL EXCERPTS OF RECORD**

**of**

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**TABLE OF CONTENTS**

	Page No.
Motion for Summary Judgment by IBEW, Local 357 .....	000001-000069
Joint Exhibits before the NLRB .....	000070-000072

**CERTIFICATE OF SERVICE**

I hereby certify that on September 27, 2019, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION  
357, AFL-CIO

and

DESERT SUN ENTERPRISES LIMITED  
d/b/a CONVENTION TECHNICAL  
SERVICES,

CASE NO: 28-CC-115255

**MOTION FOR SUMMARY JUDGMENT  
BY IBEW, LOCAL 357**

Defendant, International Brotherhood of Electrical Workers, Local Union 357, AFL-CIO ("Local 357"), by and through its counsel of record, the Urban Law Firm, hereby files a motion for summary judgment requesting dismissal of the Complaint currently pending against it in this case. This Motion is filed with the Board pursuant to NLRB Rules and Regs. §102.24(a) and the NLRB Casehandling Manual ¶ 10290.

**INTRODUCTION**

The Complaint in this case incorrectly alleges Local 357 violated the Act by requesting a sanction from the Southern Nevada Building and Construction Trades Council to engage in an area standards picket of the charging party, Desert Sun Enterprises Limited d/b/a Convention Technical

GC Exhibit 1(h)

1 Services ("CTS"). Local 357 did not violate the Act because its strike sanction request was sent in  
 2 compliance with the *Moore Dry Dock Standards* and a review of the totality of the circumstances shows  
 3 that Local 357 did not engage in secondary activity that is proscribed by the Act.

4 Importantly, the actions taken by Local 357 were directly in line with the actions taken by labor  
 5 unions in *Plumbers & Pipefitters Local 32*, 912 F.2d 1108 (9th Cir. 1990) and *NLRB v. Ironworkers*  
 6 *Local 433*, 850 F.2d 551, 557 (9th Cir. 1988). Both of those cases held the same actions engaged in by  
 7 Local 357 here were not violations of the Act's secondary activity provisions. For these reasons, the  
 8 Complaint against Local 357 should be dismissed in its entirety.

#### 9 FACTS

10 Local 357 is a labor organization representing individuals employed in the electrical trade in  
 11 southern Nevada. Complaint, ¶ 3(a). At all times material and relevant, Al Davis has been the Business  
 12 Manager and Financial Secretary of Local 357. Complaint, ¶ 4. CTS is an employer whose employees  
 13 perform electrical work on conventions and trade shows. Complaint, ¶ 2. Local 357 investigated the area  
 14 standards for electrical work in the Clark County, Nevada area and the wages paid by CTS to its  
 15 employees. Tr. Depo. of Al Davis, February 28, 2014, at 57:8-19, 60:14-20, 77:22-80:10, attached  
 16 hereto as **Exhibit 1-A**. Local 357 determined the wages and benefits paid by CTS to its employees were  
 17 far less than the area standards, which included the Nevada Labor Commissioner's wage determination  
 18 for electrical work in Clark County, Nevada and the amounts paid to Local 357 represented employees  
 19 performing the same type of work. *Id.* at 30:4-5, 42:6-9, 43:6-19, 46:21-47:2, 51:16-21, 53:4-20, 57:8-  
 20 19, 60:14-20, 77:22-80:10; 85:10-86:5; *see also* Nevada Labor Commissioner Prevailing Wage  
 21 Determinations, at pp. 4, 15, attached hereto as **Exhibit 1-B**.

22 As a result of CTS' failure to pay area standard wages and benefits to its employees, Local 357  
 23 sent a letter to the Southern Nevada Building and Construction Trades Council requesting sanctions for  
 24 an area standards picket of CTS. The letter was sent on October 9, 2013 and is attached hereto as  
 25 **Exhibit 1-C**. The letter clearly indicates the strike sanction was requested only against CTS and not  
 26 against any other entities. *Id.* Local 357 copied the LVCVA for two reasons, which were: (1) to provide  
 27 notice to the LVCVA's security force that there may be a picket, which would protect safety of those on  
 28

1 such a picket line, and (2) some LVCVA Board Members requested such information from Local 357.  
 2 Ex. 1-A, at 34:22-35:25, 83:15-85:5. It is quite clear that Local 357 had no other object in engaging in  
 3 area standards picketing other than making the public aware of CTS' substandard wages and benefits.  
 4 *See id.* It is also equally clear that Local 357's copying of the LVCVA Board on the sanction request  
 5 letter was only done to provide notice of LVCVA security and to alert Board members who have  
 6 requested notice of such matters. *Id.*

#### 7 LEGAL STANDARD

8 The Board will grant a motion for summary judgment prior to a hearing if the motion shows  
 9 there is no issue of material fact and the moving party is entitled to dismissal of the Complaint. *United*  
 10 *States Postal Service*, 311 NLRB 254 (1993).

#### 11 ARGUMENT

12 The Complaint currently pending against Local 357 contains baseless allegations that do not  
 13 equate to a violation of section 8(b)(4) of the Act. Under established precedent, the actions taken by  
 14 Local 357 are well within its rights under the Act.

#### 15 **I. LOCAL 357'S STRIKE SANCTION REQUEST LETTER DID NOT VIOLATE THE** 16 **MOORE DRY DOCK STANDARDS.**

17 The *Moore Dry Dock* standards examine four crucial facts, which are:

- 18 (1) whether the picketing is strictly limited to times when the situs of the dispute is located on the
- 19 secondary employer's premises;
- 20 (2) whether the primary employer is engaged in its normal business at the situs;
- 21 (3) whether the picketing takes place reasonably close to the situs; and
- 22 (4) whether the picketing discloses that the dispute is with the primary employer.

23 *Iron Workers District Council v. N.L.R.B.*, 913 F.2d 1470, 1475 (9th Cir. 1990). When a union's picket  
 24 meets all four of the elements, the picket or union activity is presumptively lawful. *Tri-Gen, Inc. v.*  
 25 *Operating Eng'rs, Local 150*, 433 F.3d 1024, 1038 (7th Cir. 2006).

26 In this case, the only action taken by Local 357 was requesting a strike sanction from the  
 27 Southern Nevada Building and Construction Trades Council to engage in area standards picketing  
 28 against CTS. No actual picketing took place. Despite the lack of an actual picket, an examination of the

1 facts shows the *Moore Dry Dock* standards were met by Local 357 in its request of a sanction for an area  
2 standards picket of CTS.

3 Local 357's prospective area standards picket would have met all four of the *Moore Dry Dock*  
4 standards. Though a picket never occurred, Local 357's picket is presumptively legal and was a picket  
5 of a primary employer. If it chose to setup a picket, Local 357 would have setup a picket outside of the  
6 Las Vegas Convention Center in which CTS was performing work. CTS was engaged in its normal  
7 business at the Las Vegas Convention Center because CTS performs electrical service work for trade  
8 shows and conventions. Local 357's picket would have been reasonably close to the Las Vegas  
9 Convention Center, which is the situs of the dispute with CTS. Thus, Local 357's prospective area  
10 standards picket would have met all of the first three *Moore Dry Dock* standards for presuming the  
11 picket was a lawful picket of a primary employer.

12 The fourth *Moore Dry Dock* standard is met by examining the letter from Local 357 to the  
13 Southern Nevada Building and Construction Trades Council that is copied to the LVCVA Board. The  
14 letter speaks for itself and shows Local 357 properly identified the primary employer—CTS—with  
15 which it had a labor dispute. *See* Ex. 1-C. Any person or entity who examined the letter can  
16 undoubtedly see Local 357's labor dispute was with CTS only, which means the area standards picket  
17 would have been primary in nature and in no way secondary action by Local 357. More importantly,  
18 Local 357's letter, discloses Local 357's purpose in picketing was to perform a lawful area standards  
19 picket, which is permitted under the Act and ample Board and Court precedent.

20 The Complaint in this case alleges no facts to show Local 357 engaged in an unlawful secondary  
21 boycott against any person or entity. The Complaint merely states a legal conclusion with no supporting  
22 information to show which actions by Local 357 actually violated the Act. In fact, the Complaint  
23 demonstrates Local 357 engaged in a course of conduct that would have led to a lawful area standards  
24 picket against CTS. This lawful area standards picket against CTS would have met all four of the  
25 *Moore Dry Dock* standards, which means Local 357's prospective picket was presumptively lawful.  
26 The Complaint alleges no facts to overcome this presumption, which means the Complaint should be  
27  
28



1 dismissed. For this reason alone, the Complaint should be dismissed and summary judgment granted in  
2 Local 357's favor.

3 **II. CONTROLLING CASE LAW HOLDS THE ACTIONS TAKEN BY LOCAL 357 DO**  
4 **NOT VIOLATE THE ACT.**

5 The Region's original decision to dismiss the charge was the correct decision and should have  
6 been upheld on appeal but the Region wrongly issued complaint in this matter. As the NLRB Region  
7 initially found in dismissing CTS' charges against Local 357,<sup>1</sup> the facts of this case are controlled by  
8 *Ironworkers Local 433*, 850 F.2d 551 and *Plumbers & Pipefitters Local 32*, 912 F.2d 1108. Those cases  
9 both hold a union does not violate § 8(b)(4) by communicating to a secondary employer its threat to  
10 engage in lawful area standards picketing of a primary employer at a "common-situs." The reason this  
11 does not violate the Act is because "[a] union may lawfully picket at a job site occupied by both primary  
12 and secondary employers," and there is no basis for presuming that a union will violate the established,  
13 "objective criteria" for determining whether such picketing is primary or secondary, set forth in *Sailors*  
14 *Union of the Pacific (Moore Dry Dock)*, 92 NLRB 547, 549 (1950). *Ironworkers Local 433*, 850 F.2d at  
15 554, 557; see also *Ramey Const. Co., Inc. v. Painters Local Union 544*, 472 F.2d 1127, 1132 (5th Cir.  
16 1973) ("In 1950, using the *Moore Dry Dock* case as a vehicle, the Board supplied objective criteria for  
17 answering the question of when common situs picketing violates § 8(b)(4)."); *Int'l Ass'n of Ironworkers,*  
18 *Local 433 v. NLRB*, 598 F.2d 1154, 1156 (9th Cir. 1979) ("The guidelines...in . . . *Moore Dry Dock* . . .  
19 provide the proper test for determining the legality of union picketing at common situs construction  
20 projects."). The fact that a union communicates its threat to picket a primary employer directly to a  
21 neutral, secondary employer, as Local 357 did here, is not a basis for § 8(b)(4) liability. *Ironworkers*  
22 *Local 433*, 850 F.2d at 556; *Plumbers & Pipefitters Local 32*, 912 F.2d at 1110.

23 *Plumbers & Pipefitters Local 32* is highly instructive because the facts of that case are nearly  
24 identical to those in this case. In response to a general contractor's hiring of a non-union subcontractor  
25 on a Ramada Hotel project, the union sent a letter to a secondary employer—the Ramada Hotel—  
26 threatening to engage in "an aggressive and continuing picketing program" focused on the  
27 subcontractor's "substandard rates and poor workmanship." 912 F.2d at 1109. The union also promised

28 <sup>1</sup> See NLRB Region 28 Decision to Dismiss, Case No. 28-CC-115255 (Nov. 15, 2013).



1 to enlist the regional building trades council's support—which was also done by Local 357 here—  
 2 asserting that it would “do everything necessary to organize the Seattle building trades’ support for our  
 3 picketing program.” *Id.* The Ninth Circuit held this area standards threat to picket did not constitute a  
 4 violation of the Act’s secondary boycott provisions. *Id.* at 1111.<sup>2</sup>

5 Local 357 engaged in actions quite similar to those engaged in by Plumbers and Pipefitters,  
 6 Local 32. Local 357’s letter was nowhere near as forceful as the letter sent in *Plumbers and Pipefitters*,  
 7 *Local 32*. Local 357’s letter merely requested a sanction for an area standards picket. The letter sent by  
 8 Plumbers and Pipefitters, Local 32 threatened aggressive and continued picketing. That letter also  
 9 threatened the Ramada Hotel with loss of business through affiliate groups boycotting Ramada. *Id.* at  
 10 1109. Nothing of the sort was threatened by Local 357 to any person or entity in this case. Unlike the  
 11 letter in *Plumbers and Pipefitters*, *Local 32*, the letter sent by Local 357 was not even directed at the  
 12 secondary employer but it was instead directed to the local building trades council and copied to the  
 13 LVCVA Board for entirely lawful reasons. Local 357’s actions in this matter were legal and the only  
 14 appropriate conclusion is Local 357 did not violate the Act by requesting a sanction to engage in lawful  
 15 area standards picketing of the primary employer, CTS.

16 Under established precedent in the Ninth Circuit, wherein the alleged actions here took place,  
 17 and in the D.C. Circuit, Local 357 did not violate Section 8(b)(4) of the Act. Local 357 merely requested  
 18 a sanction to engage in lawful area standards picketing against CTS. This action is protected by law and  
 19 not a violation of the Act. For these reasons, Local 357 requests summary judgment be granted in its  
 20 favor on the Complaint currently pending against it.

21 **III. LOCAL 357 KNEW AREA STANDARDS IN THE INDUSTRY AND KNEW CTS**  
 22 **WAS NOT PAYING AREA STANDARDS WHEN IT REQUESTED ITS SANCTION**  
 23 **TO ENGAGE IN AREA STANDARDS PICKETING.**

24 A local union only needs to make a reasonable inquiry into the wages and benefits paid to an  
 25 employer’s employees in order to avoid a charge that their area standards picket was actually for an  
 26 unlawful purpose. *Operating Engineers, Local 150 (All American)*, 296 NLRB933, 935 (1989). A local

27 <sup>2</sup> In addition to the Ninth Circuit, the D.C. Circuit has taken the same position on union actions in circumstances similar to  
 28 those here. *Sheet Metal Workers’ Local 15 v. NLRB*, 491 F.3d 429, 435 (D.C. Cir. 2007) (adopting Ninth Circuit approach to  
 common-situs picketing threats as far more persuasive than the Board’s rule).

union will be viewed as solely having an area standards objective if it is "generally aware" of an employer's substandard wages and benefits. *United Brotherhood of Carpenters and Joiners of America, Local 480, AFL-CIO (National Mill Designs, Inc.)*, 209 NLRB 921, 922 (1974). Simply ensuring that work is performed by an employer paying prevailing wage rates is not unlawful secondary activity. See *Carpenters District Council 322* NLRB 612, 612 (1996) (holding that a union informing a neutral general contractor that it should "have a prevailing wage contractor do the job" was not evidence of a secondary objective").

Nevada law requires the Nevada Labor Commissioner to develop prevailing wages rates for classes of workers in each county throughout the state. NRS 338.030(2)(a)-(b). The process used by the Labor Commissioner to make this determination is set by the Nevada Administrative Code and Nevada Revised Statutes. NAC 388.005, *et seq.*; NRS 338.010, *et seq.* After making its prevailing wage determination, the Labor Commissioner will publish its prevailing wage rates for each class of workers. NRS 338.030(6); NAC 338.060. In addition to publishing its wage rates for each class of workers, the Labor Commissioner also defines the type of work that is performed by each class of workers.

The prevailing wage is set by the Labor Commissioner as either "the rate of wages...for the majority of the total hours worked by a recognized class of workers who are employed in the locality" or "[w]here there is no such majority" either "[t]he rate of wages paid for the greater number of hours worked by the recognized class of workers" or "[t]he average rate of wages paid per hour, based on the number of hours worked per rate, to a recognized class of workers." NAC 338.010. The term "wages" means the basic hourly rate of pay and all amounts paid for pension, health and welfare, vacation and holiday pay, and apprenticeship training. NRS 338.010(21).

The work performed by Local 357 represented employees on convention floors and the work performed by CTS' employees in similar circumstances fits within the definition provided by the Labor Commissioner for an Electrician-Wireman in Clark County, Nevada. The wage rate for this class is \$58.26 per hour. Ex. 1-B, at p. 4. The job description of Electrician-Wireman work is contained on page 15 of Exhibit 1-B. The pertinent descriptions for work done on convention floors are numbers 3, 5, 7,

1 and 8. These examples of work performed by Electrician-Wireman are the exact type of work performed  
2 by Local 357 represented employees and CTS' employees on convention floors.

3 Al Davis' deposition is clear that he and Local 357 were aware of CTS' wage and benefit  
4 package. Mr. Davis indicated that he had known since 2003 that CTS did not pay area standard wages  
5 and benefits. Ex. 1-A at 57:8-17. His knowledge came from his interviews of "thousands of electrical  
6 workers in [the Las Vegas] Valley." *Id.* at 57:18-19. Local 357 was aware of CTS' benefits paid to its  
7 employees through union open houses and discussions with thousands of electrical workers in southern  
8 Nevada. *Id.* at 60:14-20. Local 357 had extensive knowledge of CTS' wage and benefits paid to its  
9 employees through multiple avenues. *Id.* at 77:22-80:10. These avenues included discussions with  
10 former CTS' employees on construction sites, weekly union open houses where CTS' employees  
11 attended, Mr. Davis' personal discussions with CTS employees, and Local 357 staff discussions with  
12 CTS' employees and former employees. *Id.*

13 Local 357 knew what area standard wages were in its industry and was more than "generally  
14 aware" of what CTS' wage and benefit structure was. Local 357 was entitled to conduct an area  
15 standards picket of CTS and its letter requesting a sanction to engage in this type of picketing was not a  
16 violation of the Act. For this reason, the Complaint currently pending against Local 357 should be  
17 dismissed and summary judgment should be granted in Local 357's favor.

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CONCLUSION

Local 357's area standards picketing threat was entirely lawful under established law and precedent. Local 357 complied with the *Moore Dry Dock* standards and its actions are well within its rights under existing circuit court precedent. Moreover, Local 357 was aware of what area standards were in its industry and was aware that CTS was not paying the area standard for this work. For these reasons, Local 357 requests the Board grant summary judgment in its favor and dismiss the Complaint that is currently pending against it.

Dated: April 8th, 2014.

THE URBAN LAW FIRM

  
MICHAEL A. URBAN, Nevada State Bar No. 3875  
NATHAN R. RING, Nevada State Bar No. 12078  
Counsel for Local 357

CERTIFICATE OF SERVICE

I CERTIFY THAT on the 8<sup>th</sup> day of April, 2014, I served a true and correct copy of the above and foregoing, **MOTION FOR SUMMARY JUDGMENT BY IBEW, LOCAL 357**, via electronic filing upon the Board through the NLRB's Electronic Filing System. A copy will also be sent first class mail to the following:

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An employee of THE URBAN LAW FIRM

Exhibit 1

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION  
357, AFL-CIO

and

DESERT SUN ENTERPRISES LIMITED  
d/b/a CONVENTION TECHNICAL  
SERVICES,

CASE NO: 28-CC-115255

**DECLARATION OF NATHAN R. RING IN  
SUPPORT OF MOTION FOR SUMMARY  
JUDGMENT BY IBEW, LOCAL 357**

I, Nathan R. Ring, declare and state as follows:

1. I am an attorney licensed to practice law in the States of Nevada and Washington and I am the counsel of record for INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 357, AFL-CIO in this matter.

2. I make this declaration in support of the motion for summary judgment filed by Local 357 in this case.

3. I make the statements herein based on my personal knowledge unless otherwise noted.

///

///



6. Also attached to this Declaration is a true and correct copy of the Nevada Labor Commissioner's Prevailing Wage Determinations for the years 2013 and 2014. That document is attached as **Exhibit 1-B**.

13 I declare under penalty of perjury under the laws of the United States that the foregoing is true and  
14 correct, and if called as a witness, I could and would competently testify thereto.

  
NATHAN R. RING

Exhibit 1-A

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DESERT SUN V. IBEW 2-28-14

CONDENSED & INDEXING

DEPOSITION OF

AL D. DAVIS

MARGIE L. CARLSON, CCR #287

(702) 364-8733

DESERT SUN V. IBEW 2-28-14  
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DEPOSITION OF  
AL D. DAVIS

Page 1	Page 3
<p>UNITED STATES DISTRICT COURT DISTRICT OF NEVADA</p> <p>DESERT SUN ENTERPRISES LIMITED d/b/a CONVENTION TECHNICAL SERVICES, a Nevada limited-liability company,</p> <p>Plaintiff,</p> <p>vs. . . . . Case No. 1:13-cv- 01889-JSM-HJK</p> <p>INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 357, INTERNATIONAL BROTHERHOOD OF TENDERS, LOCAL 631, and SOUTHERN NEVADA BUILDING AND CONSTRUCTION TRADES COUNCIL,</p> <p>Defendants,</p> <p>REVOCAUTION OF AL D. DAVIS</p> <p>Taken at the law Office of Lionel Sawyer &amp; Collins 300 South Fourth Street, Suite 1700 Las Vegas, Nevada</p> <p>On Friday, February 20, 2014 At 8:00 A.M.</p> <p>Reported by: Margie L. Carlson C.C.R. No. 287</p>	<p>INDEX</p> <p>WITNESS PAGE</p> <p>AL D. DAVIS</p> <p>Examination by Mr. Smith 1</p> <p>Examination by Mr. King 75</p> <p>EXHIBITS INDEXED</p> <p>Plaintiff's:</p> <p>1 Strike Sanction Email and letters 26</p> <p>2 Board of Directors bylaws 36</p> <p>3 Hourly Costs Sheet 50</p> <p>4 2012 Trade Show Agreement Between IBEW 357 and SES 54</p> <p>5 Employee Pay Sheet 56</p> <p>6 Charge Against Labor Organization or its Agents and Letter 63</p> <p>7 NEW Letter and Various Documents 63</p> <p>8 Letter Dated 3-26-99 66</p>
Page 2	Page 4
<p>APPEARANCES:</p> <p>For the Plaintiff: GREGORY B. SMITH, ESQ. AMY L. BAKER, ESQ. Lionel Sawyer &amp; Collins 300 South Fourth Street Suite 1700 Las Vegas, Nevada 89101</p> <p>For the Defendants: NATHAN R. KING, ESQ. The Urban Law Firm 4270 South Decatur Blvd. Suite 1-3 Las Vegas, Nevada 89103</p>	<p>Whereupon, AL D. DAVIS, having been first duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:</p> <p>EXAMINATION</p> <p>BY MR. SMITH:</p> <p>Q. State your full name, please.</p> <p>A. Al Dean Davis.</p> <p>Q. And where are you employed, Mr. Davis?</p> <p>A. International Brotherhood of Electrical Workers Local 357.</p> <p>Q. How long have you worked there?</p> <p>A. Since December 4th, 2003.</p> <p>Q. Is your last name spelled D-a-v-i-s?</p> <p>A. Yes.</p> <p>Q. Have you ever had your deposition taken before?</p> <p>A. Yes.</p> <p>Q. In what kind of case?</p> <p>A. Let's see, I'm trying to remember what kind of case. I believe I've had it for an EROC charge, maybe two of those. That's the only ones I can think of right off the top of my head.</p>

MARGIE L. CARLSON, CCR #287  
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Page 1 - Page 4

000016

DEPOSITION OF  
AL D. DAVIS

Multi-Page™

DESERT SUN V. IBEW 2-28-14  
CONDENSED & INDEXING

Page 5

1 Q. They were in connection with your work I  
2 take it.  
3 A. Absolutely.  
4 Q. You know that the oath you just were  
5 administered is one that is similar to the oath you  
6 take in a court of law?  
7 A. Yeah.  
8 Q. You know it comes with penalties of  
9 perjury?  
10 A. I don't lie.  
11 Q. It would be helpful, you know, if the  
12 answers are yes or no that you articulate them that  
13 way and not interrupt me while I'm speaking, and  
14 I'll try not to do that with you either, okay?  
15 Don't guess at your answers if you don't  
16 know them, but you can do a fair estimate if that's  
17 called for in the question.  
18 Is there any reason why you can't give  
19 competent and truthful testimony here today?  
20 A. No.  
21 Q. What is your position currently with  
22 Local 357?  
23 A. Business manager, financial secretary.  
24 Q. Is that the chief officer in the union?  
25 A. Yes.

Page 6

1 Q. Is that position subject to some  
2 challenge at this point?  
3 A. I don't understand your question.  
4 Q. It is my understanding that there was a  
5 complaint filed with the U.S. Department of Labor  
6 that challenges the election results.  
7 A. That case was settled last year.  
8 Q. Okay. I didn't know that. I just wanted  
9 to find out, thank you.  
10 Without telling me what you might have  
11 said to your lawyer or what he said to you, did you  
12 do any preparation for today's deposition?  
13 A. Yes.  
14 Q. Did you review some documents?  
15 A. Yes.  
16 Q. Could I see those documents?  
17 A. I don't have them on me.  
18 MR. RING: Production, whatever you had  
19 in production, that's what he reviewed.  
20 MR. SMITH: Nothing else?  
21 MR. RING: Nothing else.  
22 MR. SMITH: Thank you.  
23 Q. What kind of education background do you  
24 have?  
25 A. You mean what is my educational level?

Page 5 - Page 8

Page 7

1 Q. Yeah.  
2 A. Completed high school in southern Nevada,  
3 went to UNLV, completed three years, did a five-year  
4 apprenticeship associated with the, now the College  
5 of Southern Nevada, at the time CCCC, and that was a  
6 five-year program, and have had continuing ed since.  
7 Q. What kind of work did you do before you  
8 became an employee of IBEW?  
9 A. I had a lot of different jobs.  
10 Q. Could you describe those?  
11 A. Sure. Worked in the air-conditioning  
12 field during high school, had a maintenance business  
13 during college, worked in a steam cleaning company  
14 during college at night. Let's see, what did I do  
15 after that? Went to work for Holmes & Narver  
16 Engineering after I left college.  
17 Q. About what year was that?  
18 A. That was 1985, and then became an  
19 apprentice and worked as an apprentice electrician  
20 until 1993, and then I was a journeyman wire man,  
21 worked for multiple companies running multiple  
22 projects.  
23 Q. All in construction?  
24 A. No, not all them jobs are construction.  
25 Q. The majority were?

Page 8

1 A. Yeah, I'd say over my 36 years or so most  
2 of it has been construction, majority of it.  
3 Q. And then when did you become an officer  
4 of the union?  
5 A. Well, I became business manager,  
6 financial secretary, if that is the question, on  
7 April 26th at 7:30 at night, 2011.  
8 Q. Okay. And then what about your current  
9 position; you were elected to that position, right?  
10 A. I was elected this year. 2013, sorry.  
11 Q. So you have lived all of your life in  
12 Las Vegas. Were you born here?  
13 A. No, I was conceived here.  
14 Q. And then when did you start living here?  
15 A. That would have been Thanksgiving  
16 weekend, 1967.  
17 Q. How old were you?  
18 A. I was four, and then I left for two years  
19 and worked almost two years.  
20 Q. In your current position what are your  
21 responsibilities for the union?  
22 A. As financial secretary my  
23 responsibilities are to collect dues, to make sure  
24 that the members' records are upkept, and to  
25 coordinate with the international for pension

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000017

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<p style="text-align: right;">Page 9</p> <p>1 benefit funds and death benefits for our members.  2 Q. And IBEW Local 357 is primarily a  3 construction union; is that correct?  4 A. We represent four different units, inside  5 wire men. That includes material expeditors, and  6 then our second unit is the maintenance unit. That  7 represents maintenance workers throughout our  8 jurisdiction. Third unit is the sign unit that  9 manufactures and installs signs in Las Vegas, and  10 the fourth unit is the sound and communication unit  11 that is also a construction and maintenance unit.  12 Q. The maintenance unit that you are talking  13 about, what do they maintain? What kind of work is  14 that?  15 A. Maintenance on buildings, electrical and  16 nonelectrical.  17 Q. And those buildings usually are casinos?  18 A. Some of them are. I have contracts at  19 places we can't talk about and the Nevada Test Site.  20 Q. You're familiar with the Operating  21 Engineers Local 501?  22 A. Absolutely.  23 Q. And is it fair to say that Local 501 is  24 primarily a maintenance union?  25 A. My knowledge primarily, yes.</p>	<p style="text-align: right;">Page 11</p> <p>1 Q. Is it your understanding that convention  2 work is construction work?  3 A. I believe those contractors have  4 electrical, my contractors I know have electrical  5 contracting licenses from the state of Nevada,  6 so . . .  7 Q. So you would consider that construction  8 work?  9 A. Yeah, building things is construction,  10 yes.  11 Q. Are you aware of any National Labor  12 Relations Board ruling on that subject?  13 A. No.  14 Q. How would you characterize the work that  15 your members do or employees represented by your  16 union do on convention work? How would you describe  17 that in terms of is it the same as building a  18 building or a house or is it -- how is it different?  19 A. Well, the first question you asked is how  20 would I describe it. I would describe it as putting  21 together a building and it being in use for a week  22 and then tearing it apart, which we do do in IBEW.  23 Q. A lot of it?  24 A. Yup.  25 Q. There has been developed in recent years,</p>
<p style="text-align: right;">Page 10</p> <p>1 Q. And they are not in the construction  2 industry?  3 A. I have found them in the construction  4 industry, yes, sir.  5 Q. Okay, are they a member of the building  6 construction trades council?  7 A. No.  8 Q. IBEW 357 is, right?  9 A. Yes, sir.  10 Q. And Teamsters 995 is primarily a  11 maintenance union, correct?  12 A. 995?  13 Q. Yeah.  14 A. I believe so, yes.  15 Q. And Local 14, the teamsters, is primarily  16 drivers, delivery drivers?  17 A. I, I thought they were primarily  18 warehousemen, but . . .  19 Q. And then 631 of course is the  20 construction local?  21 A. Yeah, I'd say that is a pretty good --  22 Q. Although they also represent a lot of  23 convention employees.  24 A. They do represent convention employees.  25 They represent workers at the Nevada Test Site.</p>	<p style="text-align: right;">Page 12</p> <p>1 has there not, a lot of devices that make that job  2 more efficient in terms of linking from one place to  3 another the electrical service?  4 A. Absolutely. In construction it has  5 become a plug and play world. Light fixtures that  6 are in this building right now, well, those are  7 40 years old, but now in most construction  8 situations there are plug-in connectors instead of  9 hard wired. You know, if we go back a hundred  10 years, not even that, my father, who started in '47,  11 he did a lead splice and stamped the splice with a  12 wipe. We went from that to wire nuts, which is this  13 anarchy type of electrical fixtures, and now it's  14 plug and play. Staff comes from the factory with  15 connectors on it and you plug the light fixtures in  16 and they plug into a controller and that's what  17 decides what goes on and how your building  18 management works.  19 Q. So you would describe that kind of work  20 as having been developed in both the convention  21 industry and the construction industry?  22 A. Absolutely.  23 Q. And it's made the job easier?  24 A. No.  25 Q. You wouldn't say that, okay.</p>

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Page 9 - Page 12

000018



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Page 13

1 A. No.  
2 Q. Approximately what percentage of the IBEW  
3 357 represented employees work solely in  
4 construction versus convention work?  
5 A. Percentage of employees, less than  
6 ten percent probably.  
7 Q. Less than ten percent do what?  
8 A. Employees? Or employers?  
9 Q. Employees.  
10 A. Employees. Well, there is a lot of ways  
11 to figure that so I need clarification on how you  
12 would like me to calculate that.  
13 Q. Well, I take it that some employees work  
14 on construction sites of new buildings and not much  
15 else and some emphasize work in the convention  
16 industry.  
17 A. I have employees that go back and forth  
18 to both.  
19 Q. Okay, that's fair. Do you have a core of  
20 employees that tend to stay in one or the other of  
21 those areas?  
22 A. There are a small core on the fringe of  
23 both areas that only want to work either one, but  
24 I'd say a majority of my members do both depending  
25 on where they're at on the books and the time of

Page 14

1 year.  
2 Q. Fair enough.  
3 Who are the, what kind of employees  
4 compete in the convention industry for the work that  
5 your represented employees do? Do you understand  
6 that question?  
7 A. No.  
8 Q. It's kind of vague, isn't it? You know  
9 that other employees, employees who are not  
10 represented by 357 do a lot of electrical work at  
11 the convention industry?  
12 A. No, I don't believe they do a lot of  
13 electrical work.  
14 Q. Do you know the work that CTS does,  
15 Convention Technical Services?  
16 A. Yes.  
17 Q. Do you call that electrical work?  
18 A. Yes.  
19 Q. And do you know approximately how many  
20 man-hours they work in comparison to the man-hours  
21 worked by 357?  
22 A. No, I don't know the man-hours  
23 specifically, no.  
24 Q. Would you say that CTS does more of that  
25 work than IBEW-represented employees?

Page 15

1 A. No.  
2 Q. You wouldn't say that?  
3 A. No.  
4 Q. Would you say it's close to the same?  
5 A. No.  
6 Q. What would you estimate the percentage of  
7 work that they do?  
8 A. I would be guessing if I estimated, but  
9 it's a lot less than half.  
10 Q. You're aware that there are other  
11 companies like CTS that do that kind of work as  
12 well?  
13 A. I know there's a lot of companies that do  
14 convention work.  
15 Q. And a lot of companies who do convention  
16 work that also do the electrical work at the  
17 conventions?  
18 A. Yeah.  
19 Q. And some of those are even non-union  
20 companies, right?  
21 A. I would assume so, yes. There's a  
22 non-union presence in every work force.  
23 Q. Now, in the convention industry the  
24 structure of putting on a show, a trade show, goes  
25 something like this (indicating), and there is some

Page 16

1 documents here that we could look at that might help  
2 either of us, but normally when a show is scheduled  
3 it is being put on by some show manager, some trade  
4 association throughout the country or something, and  
5 they want to put on a show somewhere, that's how  
6 this gets started, right?  
7 A. My understanding is there's somebody that  
8 wants to put on a show and typically they go to a  
9 show manager to coordinate it.  
10 Q. And a show manager is what they call a  
11 general services contractor, like GBS, Freeman; is  
12 that correct?  
13 A. They can be or they can be other groups  
14 as far as I know.  
15 Q. Sure, there are other companies that do  
16 that.  
17 A. Sure.  
18 Q. And once they have an official services  
19 contractor then they find the place to rent the  
20 space, right, or maybe they do that first?  
21 A. I think it's more complicated than that,  
22 but...  
23 Q. Essentially though they lease the space  
24 and they hire a services contractor like GBS or  
25 Freeman?

Page 13 - Page 16

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000019



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Page 17

1 A. I wouldn't know if they lease the space  
2 or not. I don't know how that contractual  
3 relationship works. I've never worked in that  
4 industry in that capacity. I don't know.  
5 Q. But somehow they get permission to come  
6 onto the convention center site and put on the show,  
7 right?  
8 A. Sure.  
9 Q. And then in a lot of these shows an  
10 exhibitor, you know, exhibitor is the one who buys  
11 or rents, makes access to a certain booth, you  
12 understand that, right?  
13 A. Uh-huh (affirmative response).  
14 Q. And within that booth they put exhibits,  
15 They build things and put things together and do  
16 whatever they are going to do for their show; is  
17 that correct?  
18 A. Yes.  
19 Q. And they may put, they may use a licensed  
20 or unionized company to do that for them and they  
21 are called EACs; are you familiar with that?  
22 A. I don't know what EAC means.  
23 Q. You've not heard the phrase exhibitor  
24 appointed contractor?  
25 A. Yes.

Page 18

1 Q. And so somebody like Sony rents a booth,  
2 they can hire an EAC to put that booth in?  
3 A. That's not true in every case.  
4 Q. Why not?  
5 A. Because there are some, there are some  
6 properties where there are designated contractors  
7 that have to be used so they don't get a choice.  
8 Q. Some shows where who has to be used?  
9 A. There are some properties that already  
10 have their contractors in place, and that's who the  
11 exhibitor has to use. Does that clarify the answer  
12 I gave?  
13 Q. Can you give me an example of a property  
14 like that?  
15 A. Yes, the Tropicana.  
16 Q. And so at the Tropicana the manager of  
17 the facility requires any exhibitor to use a certain  
18 company to put in their booth?  
19 A. Yes.  
20 Q. Okay, I didn't know that.  
21 A. And there's lots more of them.  
22 Q. That's not true in the Las Vegas  
23 Convention Center, is it?  
24 A. I don't know what the arrangement in the  
25 convention center, I don't believe so, but I don't

Page 19

1 know.  
2 Q. The work that 357 does in the convention  
3 industry, is that mostly in the Las Vegas Convention  
4 Center or is it mostly in hotels?  
5 A. Again mostly means what? I mean there's  
6 a lot of ways to calculate what the work is.  
7 Q. Well, you don't have a way to estimate  
8 the percentage of work that --  
9 A. What does the term work mean?  
10 Q. Electrical work on shows, trade shows,  
11 done by 357 members.  
12 A. Is work hours; is work money; is work  
13 number of booths?  
14 Q. Hours.  
15 A. Is work number of shows?  
16 Q. Hours.  
17 A. Hours, I don't have that knowledge at  
18 hand. I might be able to get -- I don't have that  
19 knowledge. I don't know where I would get that.  
20 Q. Okay. I guess the main point I want to  
21 get to, if there is a general services contractor  
22 who is putting on the show in terms of the common  
23 areas and the official services they call it where  
24 the show management puts its offices and things like  
25 that.

Page 20

1 A. Okay.  
2 Q. That company, it's GES or Freeman or  
3 whoever, does not hire the contractors normally, at  
4 least in the convention center, to perform the  
5 exhibitors' work, the individual exhibitors' work;  
6 is that your understanding?  
7 A. Would you repeat that question, please?  
8 Q. In other words, when GES is in charge of  
9 a show the exhibitors can hire GES employees to put  
10 in their booth if they want to, but they don't have  
11 to. They can hire another company, an exhibitor  
12 appointed contractor to put in their booth. You are  
13 not familiar with that?  
14 A. I assumed and I believe, I never see the  
15 intermingling of companies like Edlen, GES, very  
16 rarely do you see that at the convention center for  
17 electrical services.  
18 Q. Rarely do you see what?  
19 A. The two companies working on the same  
20 show at the same time.  
21 Q. No; no, I'm talking about an exhibitor  
22 appointed contractor. They are selected and  
23 contracted by the owner of the booths; is that your  
24 understanding? In other words, GES doesn't come and  
25 say, "Okay, I'm going to send EAC Paul Smith to do

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Page 17 - Page 20

000020

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<p style="text-align: right;">Page 21</p> <p>1 your booth for you." That's not a GRS decision.  2 That's an exhibitor decision; is that correct?  3 A. No, I thought it was show management's  4 decision. I thought it was a contract with show  5 management, so, no, that's not my understanding.  6 Q. Have you done any work in the convention  7 industry yourself?  8 A. I believe I've worked there, I've taken  9 five calls to the convention center.  10 Q. Not to any hotel-casino for convention  11 work?  12 A. No.  13 Q. Did you have an understanding when you  14 first started working with the IBEW -- I take it the  15 work you did you were represented by IBEW 357 from  16 the beginning; is that correct?  17 A. Beginning of what?  18 Q. Of your career right after college.  19 A. No.  20 Q. Okay. You said you worked in the  21 industry though. Were you working nonunion?  22 A. Yes.  23 Q. And how long did you work nonunion?  24 A. A little under two years total.  25 Q. Okay, and then the rest of your career</p>	<p style="text-align: right;">Page 23</p> <p>1 Q. And what would be the difference; why  2 would you do it in one case and not the other?  3 A. That's a good question, but we don't have  4 to. The only thing I can tell you is it's not  5 mandatory that a sanction be put together. I'm  6 trying to think of one right now that we haven't,  7 but I can't think of one that we haven't, but it's  8 not mandatory. There is no rule to be part of the  9 governing body that you have to put a strike  10 sanction forward to put a picket line up. That is  11 ludicrous.  12 Q. How many strikes or picket lines have you  13 been involved in since you have been involved with  14 the union?  15 A. Since I've been involved with the union,  16 oh, close to a hundred.  17 Q. And how many of those do you think you  18 got a sanction from the building trades?  19 A. Well, some of those I was a rank and file  20 member so I have no idea.  21 Q. Okay, so let's take it from your, when  22 you became -- your current position started when, in  23 July of 2013?  24 A. My current position started July of 2013,  25 no. Well, that was the election, so, yeah.</p>
<p style="text-align: right;">Page 22</p> <p>1 has been as either represented by IBEW 357 or an  2 employee of 357?  3 A. Yes.  4 Q. You said earlier that 357 is a member of  5 the construction building trades council?  6 A. Building and Construction Trades Council  7 of Southern Nevada.  8 Q. Southern Nevada --  9 A. Southern Nevada, yes.  10 Q. -- Building and Construction Trades  11 Council?  12 A. That would be correct.  13 Q. Do you understand that before 357 could  14 strike or picket anybody that they need to get a  15 sanction from that council?  16 A. No.  17 Q. What circumstances would there be that  18 357 could strike or picket without getting a  19 sanction by that council?  20 A. Union has a right to put a strike up or  21 do anything it wants to do. There is no governing  22 body, no.  23 Q. There are occasions when you do ask for a  24 sanction though; is that correct?  25 A. Yes.</p>	<p style="text-align: right;">Page 24</p> <p>1 Q. I thought you said you were elected in --  2 A. I was. I was appointed.  3 Q. And before that you were, that's true,  4 you had another job with the union. I've forgotten.  5 what that is.  6 A. Director of organizing.  7 Q. Since you've been employed by the union  8 how many strikes and picket lines have you  9 participated in or has the union participated in?  10 A. I would say, I would say probably 40,  11 maybe 50, somewhere in that range.  12 Q. And among those how many did you get  13 sanctioned by building trades?  14 A. I would say most. I'd have to look at  15 the data to actually tell you. I would say most of  16 them.  17 Q. But you can't tell me what criteria was  18 used to determine whether or not to get such a  19 sanction?  20 A. I was -- what criteria, no.  21 Q. What were you doing in 1999 and 2000?  22 Where were you working?  23 A. Let's see, the Venetian was '98. I  24 believe I was working for TriPower the beginning of  25 '99, TriPower Electric at the Venetian, running</p>

Page 21 - Page 24

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000021

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Page 25	Page 27
<p>1 energy management and fire alarms. And then I had 2 some short calls. I may have -- I know I went to 3 work for CCI a couple times. I did a week I believe 4 with Hampton Tedder. 5 Q. Are these electrical contracting 6 companies? 7 A. That's what I've been doing for a living 8 since I went through the apprenticeship, yes, sir. 9 And then I went to work for SASCO on that 10 (indicating) building for six months, the federal 11 building, and I left there in February of 2000 and I 12 went to work for Bombard Electric and was there the 13 rest of 2000. 14 Q. During that time frame were you aware 15 that there was a picket line established against CTS 16 by 357? 17 A. '99-2000, no. 18 Q. In October, 2013, you requested a 19 sanction from the building trades council for a 20 picket line against CTS; is that correct? 21 A. Yes, area standards picket line. 22 MR. SMITH: And these are the documents 23 that relate to that. We can mark these as 24 Plaintiff's Exhibit 1. 25 ///.</p>	<p>1 there. No, that's 327. 2 MR. SMITH: 3 Q. You don't have a 325? 4 A. Do you have it? 332, so there is no 5 333? 6 MR. RING: No, 7 A. 24, 26, 27 -- there is 25, okay, and then 8 it goes 54 -- no, 53 and then 54, okay. 9 MR. SMITH: 10 Q. And then there is a 326, 327, 553, and 11 554; is that right? 12 A. If you would like to repeat that I'll go 13 through the list. 14 Q. Okay, start over. 321? 15 A. Yup. 16 Q. 322? 17 A. Yes. 18 Q. 324? 19 A. Yes. 20 Q. 325? 21 A. Yes. 22 Q. 326? 23 A. Yes. 24 Q. 327? 25 A. Yes.</p>
Page 26	Page 28
<p>1 (Whereupon, Plaintiff's 2 Exhibit No. 1 was marked for 3 identification.) 4 THE WITNESS: These are the same? 5 MR. SMITH: Yes, that's a copy. 6 THE WITNESS: I've seen all of it. 7 MR. SMITH: 8 Q. That's what, seven or eight pages? 9 A. Okay. 10 Q. Well, these pages have little Bate 11 numbers, Bate stamped numbers at the bottom; do you 12 see those, 0322? 13 A. Yeah. 14 Q. And then actually the first one is 0321. 15 A. 0321. Okay. 16 Q. And then we go all the way to 0325 or, 17 excuse me, 0553, 554, excuse me. 18 A. Are they in numerical order? 19 MS. BAKER: No. 20 MR. SMITH: 21 Q. Let's make sure the record is accurate. 22 We have 321, 322, 324, 325. 23 A. 325? 24 Q. 326, 327; 25 A. I don't see a 325. Oh, it's behind</p>	<p>1 Q. 553? 2 A. Yes. 3 Q. And 554? 4 A. Yes. 5 Q. And are those accurate renditions of the 6 emails that were exchanged and the letter you wrote? 7 A. They look familiar, I would have to 8 compare them to other documents, but they look 9 familiar. They look correct at first glance. 10 Q. Well, the one -- look at 554. 11 A. Yup. 12 Q. That's the letter you wrote, correct? 13 A. That's the letter I signed, yes, sir. 14 Q. And that's your signature there? 15 A. Yes, sir. 16 Q. Now, what made you decide to send that 17 letter? 18 A. CTS doesn't pay area standards. 19 Q. And how long have you known that? 20 A. I don't have a date. 21 Q. Is it something that came to your 22 attention that day? 23 A. No, I've known that they don't pay area 24 standards from probably within the first six months 25 I came on staff interviewing people that worked for</p>

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Page 25 - Page 28

000022

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Page 29	Page 31
<p>1 CTS.</p> <p>2 Q. Okay, and you first came on staff when?</p> <p>3 A. December 4th, 2003.</p> <p>4 Q. So you have known that since 2003?</p> <p>5 A. Uh-huh (affirmative response).</p> <p>6 Q. Why did you all of a sudden in 2013</p> <p>7 decide to put up that picket line?</p> <p>8 A. I didn't put up any the picket line. I</p> <p>9 don't know what you are talking about.</p> <p>10 Q. Well, why did you write this letter in</p> <p>11 2013?</p> <p>12 A. Okay, that's a different question. I had</p> <p>13 one of my agents, Max Carter, come to me, say that</p> <p>14 CTS was on ABC Kids Project and that we had talked</p> <p>15 about people not meeting area standards in the</p> <p>16 convention industry and I said, "I believe that we</p> <p>17 need to get a strike sanction and decide later what</p> <p>18 we're going to do with it, but right now I think we</p> <p>19 need to get a strike sanction against CTS," and that</p> <p>20 was a decision I made in the hallway of my local</p> <p>21 union hall.</p> <p>22 Q. And you decided to seek the sanction from</p> <p>23 the building trades council why?</p> <p>24 A. I decided to get the sanction because</p> <p>25 they are not paying area standards and I wanted to</p>	<p>1 is no law that says that, no, but it does, it is</p> <p>2 calculated by those that control the majority of the</p> <p>3 work in the area prescribed.</p> <p>4 Q. And you assume that 357 does the majority</p> <p>5 of the convention work?</p> <p>6 A. I believe 357 does the majority of the</p> <p>7 electrical work in southern Nevada.</p> <p>8 Q. Do you believe that they do the majority</p> <p>9 of the convention work?</p> <p>10 A. Yes.</p> <p>11 Q. And what's the basis of that belief?</p> <p>12 A. Knowing my industry.</p> <p>13 Q. Have you done any surveys?</p> <p>14 A. No.</p> <p>15 Q. Did you do any investigation before you</p> <p>16 made that decision in the hallway to seek the</p> <p>17 sanction?</p> <p>18 A. My experience is ten years working at 357</p> <p>19 interviewing hundreds of people that work for CTS</p> <p>20 and my knowledge of what people in this valley make</p> <p>21 doing electrical work.</p> <p>22 Q. Do you know what non-union companies pay?</p> <p>23 A. Some of them, yes.</p> <p>24 Q. Some of them.</p> <p>25 A. There's 1500 non-union C-2 licenses so I</p>
Page 30	Page 32
<p>1 make sure everybody knew they weren't paying area</p> <p>2 standards. I was contemplating what my next step</p> <p>3 was.</p> <p>4 Q. What is the area standard?</p> <p>5 A. The area standard right now is 58.26.</p> <p>6 Q. And where does that number come from?</p> <p>7 A. Prevailing wage.</p> <p>8 Q. Prevailing wage for what?</p> <p>9 A. For Clark County for electricians.</p> <p>10 Q. For electricians?</p> <p>11 A. Yes, sir.</p> <p>12 Q. And you're familiar with the fact that</p> <p>13 the prevailing wage law applies only in government</p> <p>14 projects; is that correct?</p> <p>15 A. No, it's not only government projects.</p> <p>16 Q. Can you name a construction project on</p> <p>17 which prevailing wages must be paid that's not a</p> <p>18 government project?</p> <p>19 A. Many project labor agreements.</p> <p>20 Q. Yeah, but that's a contractual</p> <p>21 obligation.</p> <p>22 A. So?</p> <p>23 Q. Well, I mean it is, isn't it? I mean</p> <p>24 there is no law that says --</p> <p>25 A. That is a different question. No, there</p>	<p>1 don't know all of them.</p> <p>2 Q. Do you know that CTS has agreements with</p> <p>3 three or four hotel-casinos that give them the</p> <p>4 exclusive control of all electrical work on shows at</p> <p>5 those casinos?</p> <p>6 A. Do I know right now that? No, I don't</p> <p>7 know how many. I know they have contracts places,</p> <p>8 but I don't know how many.</p> <p>9 Q. And you don't know how many man-hours of</p> <p>10 work they perform on Las Vegas trade shows?</p> <p>11 A. No, but if you've got that I'd like to</p> <p>12 see that. I'd love to see that. It would help make</p> <p>13 my job a lot easier.</p> <p>14 Q. I'm not here to make your job easy.</p> <p>15 A. That's a damn shame. We should be</p> <p>16 working together.</p> <p>17 Q. Did you get the strike sanction?</p> <p>18 A. According to this I did, yes.</p> <p>19 Q. Did you know that?</p> <p>20 A. Yes, I saw that.</p> <p>21 Q. And why did you not put up a picket line</p> <p>22 then?</p> <p>23 A. I get strike sanctions all the time that</p> <p>24 I don't put up picket lines. It's a decision that</p> <p>25 has to do with manpower. It has to do with focus.</p>

Page 29 - Page 32

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000023



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Page 33	Page 35
<p>1 It has to do with the priority at the moment. There 2 is a lot of factors in putting up a picket line. 3 Q. So this strike sanction that you 4 requested then is to give you that option to do it 5 in the future if you decided to do it? 6 A. Yes. 7 Q. Well, what made it an emergency? 8 A. There are two ways to get a strike 9 sanction. One is to go in and present it on a 10 Monday morning at our building trades council, and 11 the other is to request it with a letter to the 12 building trades. Why they put emergency on it, I 13 have no idea. If you look at my letter it had 14 nothing to say about emergency. It was requesting a 15 strike sanction, so . . . 16 Q. How did you send that letter to the 17 building trades council? 18 A. Honestly I don't remember. 19 Q. Would you look at 553? 20 A. Sure. Okay. It was emailed it looks 21 like. It may have been faxed, I mean we do it 22 different ways. 23 Q. And it also says it's an emergency strike 24 sanction. 25 A. That's because that's the term the</p>	<p>1 banner and handbills and other things, as long 2 as it does not compromise the integrity of what I am 3 doing or putting me in some kind of a bind, I 4 educate. The last thing I want is a confrontation 5 in any kind of action with the entity that we're all 6 about, so if I'm putting a banner up, which I have 7 at the Tropicana right now, I inform Metro because 8 it's in Clark County. They are the jurisdiction 9 having control over security in that area. If I'm 10 in the city of Henderson, which I was earlier this 11 week, I notified the police department about those 12 issues. I've notified the Clark County School 13 District police in the past. We try to make sure 14 that everyone knows what's going on. Also I've had 15 requests from members and ex-members of mine that 16 sit on some boards that they're educated if there is 17 an issue that comes up in that facility. 18 Q. So you thought you should notify the 19 convention center? 20 A. They have a security force that can be 21 pretty aggressive. Yes. 22 Q. Why did you send it to the individual 23 board members? 24 A. Because some of those board members have 25 requested that. They are members of mine.</p>
Page 34	Page 36
<p>1 building trades uses when it's not on a Monday. 2 Q. So it wasn't an emergency; is that right? 3 A. You would have to define emergency for 4 me. It's an emergency because it wasn't a Monday 5 morning, yeah, I guess, depending on the definition 6 of emergency. My definition in this case would be 7 whether it's on a Monday morning or not. It's not 8 on a Monday morning, so . . . 9 MR. SMITH: Give me just a second. 10 THE WITNESS: Sure. 11 MR. SMITH: 12 Q. Take a look at Bates stamped page 322. 13 Darren Ems is with the building trades council; is 14 that correct? 15 A. Yes. 16 Q. He says in this -- 17 A. That it's time sensitive. 18 Q. That it's time sensitive. 19 A. Standard language I see every week on 20 sanctions that are put out that are not on a 21 Monday. Everything that we do is time sensitive. 22 Q. Why did you send copies to the Las Vegas 23 Convention Center? 24 A. Whenever I contemplate doing an action, 25 and I say an action in general, whether it includes</p>	<p>1 Q. Do you know all the board members? 2 A. Do I know all the board members, no, sir. 3 Q. How did you give it to some or all of the 4 board members? 5 A. I told Max Carter to make it happen. 6 Q. But you don't know what he did? 7 A. I would be speculating. I think I do, 8 but . . . 9 Q. How do you think he would have done it? 10 A. Well, looking at this I would assume that 11 somehow there was an email put out, but you would 12 have to ask him. 13 (Whereupon, Plaintiff's 14 Exhibit No. 2 was marked for 15 identification.) 16 MR. SMITH: 17 Q. Looking at what's been marked as 18 Plaintiff's Exhibit 2, do you have any reason to 19 doubt that those are the current members of the 20 board of directors of the convention center? 21 A. No, I trust you. 22 Q. Do you know, do you have a sense from 23 Mr. Carter how many of those people received a copy 24 of the strike sanction? 25 A. No, I have no idea, and did they receive,</p>

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Page 33 ~ Page 36

000024

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<p style="text-align: right;">Page 37</p> <p>1 I don't believe anybody received a copy of the 2 strike sanction. 3 Q. What do you think they received? 4 A. I think they received the letter 5 requesting it. 6 Q. The letter that you wrote? 7 A. Yes. 8 Q. Did you know that somebody from the 9 convention center came out on the show floor on the 10 same day, October 9, with a copy of your letter? 11 A. No, sir. 12 Q. Did you know that a teamster business 13 agent -- do you know who James Harmer is? 14 A. Yes. 15 Q. He is a teamster business agent; is that 16 correct? 17 A. I've met James out at the convention 18 center, yes. 19 Q. Does he primarily work on the convention 20 center? 21 A. I think so. I think so. 22 Q. Did he play a role in the events on 23 October 9 of seeking a sanction? 24 A. No, I don't consult with other unions 25 when I decide to make a decision like that, ever.</p>	<p style="text-align: right;">Page 39</p> <p>1 Q. Such as? 2 A. We've got a booth over here where we 3 think you ought to be in and you're not. There is 4 electrical work going on over here and you're not 5 there. Mr. Carter may have called him about 6 teamster work. They may have discussed trusses, 7 standing trusses, thousands of things, normal 8 operation of day-to-day business, but what those 9 particular seven calls, I have no idea, but I can 10 think of a lot of reasons. 11 Q. When you made the decision to seek a 12 strike sanction with respect to CTS, did you do any 13 review of the 357 files about that company? 14 A. No. 15 Q. Are you familiar with -- do you know who 16 J.J. Barry is? 17 A. I know of J.J. Barry, yes. 18 Q. He was at one time the international 19 president of the IBEW, correct? 20 A. Correct. 21 Q. And that's the national, of the whole 22 union nationwide; is that correct? 23 A. International Brotherhood of Electrical 24 Workers, yes. 25 Q. And did you know whether he gave any</p>
<p style="text-align: right;">Page 38</p> <p>1 Q. Do you know why there were seven phone 2 calls between him and IBEW 357 that day? 3 A. No. 4 Q. He didn't talk to you that day? 5 A. No. 6 Q. And Mr. Carter didn't tell you that he 7 had talked to Harmer? 8 A. Mr. Carter talks to Mr. Harmer a lot. 9 Q. Why is that? 10 A. Because they're agents on the same 11 project on the same show floor. 12 Q. But they are a different union. You just 13 said you didn't consult with different unions. 14 A. No, I did not say that. I said I did not 15 consult with other unions to ask for strike 16 sanctions. 17 Q. Did you know that Mr. Harmer showed to 18 the show management and others on the convention 19 center show that day on his cellphone the copy of 20 the sanction request and the granting of it? 21 A. No. 22 Q. Do you know of any reason why Mr. Carter 23 and Mr. Harmer would have had seven phone calls 24 between themselves that day? 25 A. I can think of a lot of reasons,</p>	<p style="text-align: right;">Page 40</p> <p>1 instruction or advice about how to handle CTS? 2 A. J.J. Barry is not the international 3 president of the IBEW. Ed Hill is. 4 Q. I know, but he was in 2000; did you know. 5 that? 6 A. I'm not sure exactly when Ed took over so 7 I couldn't. That's possible, yeah. 8 Q. Or maybe it was 1999 but he was there -- 9 A. Somewhere around there Ed took over. 10 Q. Is it your understanding since 2002 that 11 Local 357 wanted to do all the convention work in 12 Las Vegas? 13 A. Since 2002? I don't understand the 14 question. 15 Q. Well, it was 2003 you said you became 16 involved with the union, right? 17 A. No, I became involved with the union in 18 1989, unless you count the scholarship that I went 19 to UNLV with. It depends on what you mean by 20 involved with the union. 21 Q. But you became employed by the union in 22 2003? 23 A. December 4th, 2003, yes, sir. 24 Q. And since that time have you understood 25 that, at any point in that time did you have the</p>

Page 37 - Page 40

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000025

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Page 41	Page 43
<p>1 understanding that 357 should do all electrical work 2 for trade shows in Las Vegas? 3 A. When I came on staff December 4th, the 4 day of December 4th, 2003, the business manager, 5 financial secretary sat me down and said my 6 objective was to organize all of the work and all of 7 the workers in Local 357's jurisdiction because all 8 electrical work should be done by the IBEW, and 9 that's in our constitution. It's the first article. 10 Q. And it's still -- 11 A. Still is. 12 Q. Still there and still a major -- 13 A. Since 1891 that's our objective to 14 organize all work in the electrical industries. 15 Q. But you also have, the IBEW also has 16 agreements with other unions not to raid each other; 17 is that correct? 18 A. There are agreements -- there are 19 different agreements about different types of work 20 and different things. That's a very vague 21 question. I don't know how to answer that, I'm 22 sorry. 23 Q. Do you know if there are any agreements 24 that would prohibit the IBEW from raiding Local 501 25 local group of employees, in other words try to</p>	<p>1 right? 2 A. They get paid a percentage. 3 Q. Right. 4 A. I would be guessing, but it's more than 5 50 percent. 6 Q. So the average wage of IBEW 357 employees 7 working on convention work is not 58.26 if there are 8 apprentices and helpers out there? 9 A. There are no helpers out there. 10 Q. There are apprentices? 11 A. Small, small number. The industry does 12 not facilitate a training assignment as proscribed 13 by the state branch of council. There are 14 apprentices out there at any given time, but the 15 ratio is large. 16 Q. Does IBEW have any trade show agreements? 17 A. Yes. 18 Q. And what's the wage scale for the -- 19 A. 58.26. 20 Q. And with whom, what kind of companies do 21 you have that trade show agreement with? 22 A. Electrical companies, C-2 licensed. 23 Q. And that includes some of the official 24 services contractors, too, like GRS? 25 A. GRS is one of them, yes, sir.</p>
Page 42	Page 44
<p>1 organize a group of employees that are already 2 represented? 3 A. Yes, there are rules that you don't go 4 and try to organize employees that are already 5 organized, sure. 6 Q. We talked a little bit about the 7 prevailing wage, and the number you gave was 50 some 8 dollars? 9 A. 58.26. 10 Q. And that is the rate for, is that an 11 inside wiring rate or what rate is that? 12 A. That's an electrician rate for southern 13 Nevada. 14 Q. And that person would be called in the 15 collective bargaining agreement a journeyman wire 16 man? 17 A. Well, journeyman wire men do make that 18 wage in some places, yes, most places. 19 Q. What percentage of the work done by 357 20 is done by wire men? 21 A. Percentage of the work, we're back to 22 that again. If we're going to go on hours, man, I 23 would have to take a guess. Two-thirds of my local 24 are journeymen wire men or apprentices. 25 Q. Apprentices get paid less than that,</p>	<p>1 Q. And Freeman? 2 A. Yes, sir, Freeman is one of them. 3 Q. Do you have a contract covering 4 expeditors? 5 A. I do. 6 Q. And is that the same wage scale? 7 A. No, it is not. 8 Q. Do any of the companies doing convention 9 work use expeditors under your -- 10 A. Yes, they do. 11 Q. And that scale, you don't average that 12 scale in to get the prevailing wage scale? 13 A. No. 14 Q. Why would you not do that? 15 A. Because expeditors do not do work under 16 C-2 licenses. They do not build anything. They're 17 delivery people, material handlers. 18 Q. You keep referring to C-2 licenses. 19 Let's make clear there is no requirement that a 20 company working on a trade show doing electrical 21 work have a C-2 license, is there? 22 A. I thought there was. 23 Q. What do you base that on? 24 A. Because everybody I've ever looked at 25 that's been out there has a C-2 license.</p>

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Page 41 - Page 44

000026



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Page 45	Page 47
<p>1 Q. Did you know when you made the decision 2 to seek the strike sanction -- well, let me ask this 3 first, did you make that decision on October 9, is 4 that when you had the hallway conversation? 5 A. Yes, sir. 6 Q. And did you know when you made that 7 decision that CTS was already hired to perform work 8 on that show, the ABC Kids show? 9 A. As I stated before, Max Carter came to me 10 and said CTS is doing the ABC show. 11 Q. And you said, "Let's get a strike 12 sanction?" 13 A. I said, "We've had enough of contractors 14 not paying area standards for this. I've got to 15 make a decision on what I'm going to do, but let's 16 get a strike sanction." 17 Q. How many area standards picket lines have 18 you sought sanctions for in the convention industry? 19 A. I don't know that. 20 Q. Ever? 21 A. Me as business manager? I haven't done 22 one except for this one. In the IBEW or before I 23 have no idea how many. 24 Q. Are you familiar with the fact that 25 Operating Engineers 995 has a number of maintenance</p>	<p>1 workers and discovery and questions asked of 2 employers, yeah. 3 Q. But you don't consider that denigrating 4 area standards? 5 A. Anything that is less than 58.26 in my 6 eyes is below area standards. 7 Q. Have you ever picketed one of those 8 hotels for that reason? 9 A. Me personally? 10 Q. 357. 11 A. I'd have to go back and look. I can't 12 think of one off the top of my head. 13 Q. If I remember correctly you said you had 14 been involved in about 40 or 50 picket lines or 15 threats to picket since you were, since 2003? 16 A. Yeah, probably somewhere around that 17 range, yes, sir. 18 Q. How many of those were for area 19 standards? 20 A. All of them. I don't believe I ever was 21 on anything that was anything but area standards. I 22 may be mistaken. There may be one, but I can't 23 think of it off the top of my head. 24 Q. If something denigrates area standards 25 then it is part of, and it goes on for years and</p>
Page 46	Page 48
<p>1 contracts in the hotels, various hotels in 2 Las Vegas? 3 A. I'm familiar with 995 doing labor work 4 inside of hotels, yes. 5 Q. Sorry, did I say 995? 6 A. Absolutely. 7 Q. I meant 501, Operating Engineer 501. 8 A. Yes, I'm familiar with that also. 9 Q. And with respect to the 501 work, do you 10 know that that includes electrical work? 11 A. In some areas, yes. 12 Q. Do you have any sense of the number of 13 man-hours performed by Local 501 in electrical 14 maintenance work? 15 A. No, I'd be guessing. 16 Q. Would it be your position that to the 17 extent they do electrical work that it denigrates 18 area standards? 19 A. No. I don't know that that question is 20 worded correctly. 21 Q. You know that 501 employees are under 22 contracts that pay, under which they are paid a lot 23 less than the 58.26? 24 A. Oh, yes, I'm very familiar with that 25 because of negotiations with hotels for maintenance</p>	<p>1 years, that's what happens right, the area standards 2 go down? 3 A. Well, no, it has to do with the amount of 4 work and the market share that goes on in the 5 valley. 6 Q. And you maintain that 357 does more than 7 any other entity in terms of paying the 58.26? 8 A. Yes. 9 Q. If it were demonstrated to you that the 10 electrical work done in Las Vegas in construction, 11 convention, maintenance, and any other electrical 12 work that there was more man-hours worked by 13 employees who have made less than 58.26, would you 14 not concede that 58.26 is not the area standard? 15 A. No. 16 Q. Why not? 17 A. 'Cuz it's the prevailing wage and it is 18 reported and there is a process and a system for it, 19 and I uphold that process and system. 20 Q. And that system is designed, that system 21 is a creature of the prevailing wage statute of 22 Nevada, is it not? 23 A. That is one component of it, yes. 24 Q. I mean I assume that's the system you are 25 talking about, contractors and employers throughout</p>

Page 45 - Page 48

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000027

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Page 49

1 the state send to the Nevada Labor Commissioner the  
2 information about their wage rates?  
3 A. That's one of the processes.  
4 Q. And the labor commissioner finds from  
5 that what the prevailing wage is, correct?  
6 A. Per Davis-Bacon, yes.  
7 Q. Are you familiar with any of the benefits  
8 that CTS pays its employees?  
9 A. No, not in particular, no.  
10 Q. And you didn't inquire about that at the  
11 time, did you, when you made the strike sanction  
12 decision?  
13 A. Inquire with who?  
14 Q. With Max Carter or anyone else.  
15 A. No, I know over the course of my  
16 ten years and interviewing people and also  
17 negotiating contracts with the total package within  
18 a dollar or two what pretty much all of the 501  
19 contracts are. 37 something dollars an hour is  
20 pretty typical, total package, benefits, wage, out  
21 the door.  
22 Q. Let me go back then, this 58.26 that you  
23 mentioned --  
24 A. Uh-huh (affirmative response).  
25 Q. -- does that include benefits too?

Page 50

1 A. Yes.  
2 Q. In fact --  
3 MR. SMITH: If we could have that marked  
4 as the next exhibit, please.  
5 (Whereupon, Plaintiff's  
6 Exhibit No. 3 was marked for  
7 identification.)  
8 MR. SMITH:  
9 Q. If you would like to use it, I've got a  
10 magnifying glass.  
11 A. Yup. Anybody ever heard of landscapes?  
12 That didn't help, did it?  
13 Q. Not much. Play with it a little bit.  
14 A. Interesting.  
15 Q. Anyway, is this the inside wire men's, is  
16 this a representation of inside wire men's current  
17 wage structure?  
18 A. Yes.  
19 Q. Wage and benefits?  
20 A. I can't read the numbers but I can read  
21 the dates, should be 38.89 on the wage -- 39.89 on  
22 the wage.  
23 Q. Does this document come from the  
24 collective bargaining agreement itself?  
25 A. No.

Page 51

1 Q. Does your union always put this together  
2 each year?  
3 A. No.  
4 Q. Do you know who prepared this?  
5 A. I believe that's a document of the  
6 National Electrical Contractors Association.  
7 Q. And that organization is called NECA  
8 generally, right?  
9 A. That's their acronym, yes.  
10 Q. It's National Electrical Contractors  
11 Association?  
12 A. (Witness nods head affirmatively.)  
13 Q. And is this a document from which you  
14 derived the 57.26 number?  
15 A. That number 57.26 is not correct.  
16 Q. 58.26?  
17 A. That number is the prevailing wage for  
18 Clark County. That number is the federal prevailing  
19 wage, and there is, if those numbers are added up  
20 those are the direct benefits for employees working  
21 under the collective bargaining agreements.  
22 Q. I'm just looking at the exhibit, which is  
23 Bates stamped No. 669, and if I read this correctly  
24 the journeyman rate with benefits is 67.69. Can you  
25 look at that again and tell me whether that's right?

Page 52

1 A. (Witness complies.) No, what you said is  
2 not correct.  
3 Q. What is that number?  
4 A. Direct costs per hour.  
5 Q. And what does that mean? Why is that  
6 different?  
7 A. Why is that different than prevailing  
8 wage?  
9 Q. Yeah.  
10 A. Well, just one example would be NECA  
11 membership, but there is multiple things on there  
12 that have nothing to do with prevailing wage or  
13 benefits to employees.  
14 Q. Okay. Do you know why this was produced  
15 to us in terms of our request to the IBEW?  
16 MR. RING: I can probably answer that  
17 better than he can.  
18 MR. SMITH: Probably.  
19 THE WITNESS: I don't remember giving it  
20 to him.  
21 MR. RING: Looking at the Bates stamp on  
22 it, this was probably an attachment to an email  
23 based on the Bates stamping that was done, so that's  
24 why it was produced. It would just have been an  
25 attachment to the emails per email requests.

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Page 49 - Page 52

000028

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<p style="text-align: right;">Page 53</p> <p>1 THE WITNESS: Boy, you got a lot of stuff 2 then, don't you? 3 MR. SMITH: 4 Q. Well, then let me ask this, the 58.26 is 5 what is in the prevailing wage statute or the 6 prevailing wages as determined pursuant to statute 7 by the labor commissioner; is that where you got 8 that number? 9 A. That is one of the places you can get 10 that number, yes, sir. 11 Q. Can you also get it from your collective 12 bargaining agreements with NECA? 13 A. Yes. 14 Q. And you say that's the same number that 15 is in the trade show agreement? 16 A. Which trade show agreement? 17 Q. The trade show agreement between IBEW 357 18 and some of the contractors such as GBS. 19 A. Yes, it is in GBS's contract, yes. It 20 isn't written out as a number, but it's in there. 21 Q. It's a calculatable number? 22 A. Yes, sir, just to be clear, 'cuz there 23 are a lot of things that actually put a number in, 24 so ... 25 Q. What's the expediter agreement, by the</p>	<p style="text-align: right;">Page 55</p> <p>1 A. Yes. 2 Q. And I take it if you add the cost of the 3 benefits somewhere you are telling me that comes to 4 58.26 -- 5 A. Yes. 6 Q. -- is that correct? 7 MR. SMITH: I need to take a little break 8 right now. 9 THE WITNESS: Me too. 10 (Whereupon, a recess was taken from 11 10:18 a.m. to 10:35 a.m.) 12 MR. SMITH: I want to go back on the 13 record, and I've got just a few clean-up questions. 14 It won't take too long, I think. 15 THE WITNESS: Okay. 16 MR. SMITH: 17 Q. Does Local 357 have any training program 18 for convention work, specifically for that? 19 A. Specifically for that, we have a 20 registered apprenticeship program that has 21 journeyman training and apprentice training. We 22 have training for about 25 different, different 23 types of electrical work, and one of those is a 24 ten-hour course for convention training, but also 25 everything you do with Ohm's law, vectors, load</p>
<p style="text-align: right;">Page 54</p> <p>1 way, what's that for? 2 A. I have more than one. 3 Q. I said what's it for. Why is the 4 expediter different? How does that differ from the 5 inside wire men? 6 A. It is not electrical work. It is only 7 material handling, working in warehouses, and 8 delivery basically. 9 Q. Is that work that's normally done by 10 electricians as well? 11 A. Can be. 12 MR. SMITH: I'm looking at the -- if we 13 could mark that, please. 14 (Whereupon, Plaintiff's 15 Exhibit No. 4 was marked for 16 identification.) 17 MR. SMITH: I'm looking at what purports 18 to be the 2012 trade show agreement between 357 and 19 GBS, and if you would flip over to the Bate stamped 20 page 28, page 14 of the contract itself. 21 A. Okay. 22 Q. And at the top of that page is effective 23 dates for certain wages. 24 A. Yes. 25 Q. And the wage scale there is 39.89.</p>	<p style="text-align: right;">Page 56</p> <p>1 calcs, code, all of those things pertain to the 2 convention center as they do to every other 3 electrical facet, so, yeah, it's called an 4 apprenticeship. 5 Q. What is your understanding of the term 6 portable electric power? 7 A. I usually, when I think of that I usually 8 think of a generator or one of my portable solar 9 powered machines that we use for open houses and job 10 fairs. 11 Q. You have not heard that word used 12 specifically with respect to convention work? 13 A. I may have. 14 Q. I mean do you see a connection? Does it 15 make sense that portable, I mean that's one of the 16 things that happens in the convention work is units 17 are moved around a lot, right, the electrical 18 sources are moved around a lot? 19 A. No, the electrical sources, depending on 20 what property you're on, are in the same spot, and 21 then distribution of that is pretty consistent. I 22 mean you drop either out of the cat walk or out of a 23 doghouse at a column, and you feed electrical 24 appliances and different things. I mean I've done a 25 lot of electrical work in these casinos, and I would</p>

Page 53 - Page 56

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000029

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Page 57	Page 59
<p>1 have a hard time right now taking you to something 2 that I installed that is still in that same spot, 3 Matter of fact some of the buildings aren't even 4 here. 5 Q. Of course, and so you're saying that 6 portable is much broader than just convention? 7 A. In my opinion it is, yeah. 8 Q. You said that you've heard in 2003 that 9 CTS was paying less than prevailing wages or since 10 2003 you have known that? 11 A. Since, yeah. I would not say in 2003. I 12 couldn't tell you between December 3rd and the 13 31st. 14 Q. Sure. 15 A. I can't recall that. 16 Q. But since approximately 2003 you've known 17 that -- 18 A. I've interviewed thousands of electrical 19 workers in this valley. 20 Q. And so did you get any documents that 21 show what they were making? 22 A. Yes, I've seen documents on what they've 23 made, yes. 24 Q. And you produced one to us. 25 If you could get that, please.</p>	<p>1 someone may have worked at 30 different electrical 2 companies and have experience at 30 different 3 electrical companies and one of those might be CTS. 4 I have no way of searching that or finding that, but 5 I know of personal knowledge, and I actually had 6 two applications that had those in it that was where 7 they worked in the industry, and this is one that 8 came up in that same process. 9 Q. So the answer is you don't have currently 10 in your possession any documents from CTS? 11 A. I don't know that I have. I've got a lot 12 of documents that have no searchable mechanism for 13 it, and a lot of this is temp agencies, so . . . 14 Q. What do you mean lot of it is temp 15 agency? 16 A. No, this is Convention Technical 17 Services, I'm sorry, I thought this was -- oh, CLP 18 Resources. If you look at the very top this is a 19 temporary hiring hall, temporary. 20 Q. How do you know that? 21 A. Well, I know CLP. They supply a lot of 22 workers and a lot of workers that work for CLP for 23 CTS and other non-union companies, other union 24 companies, different people, 25 Q. You know that CTS has a union contract,</p>
Page 58	Page 60
<p>1 A. I thought I produced two, but, okay. 2 MR. SMITH: Could we get that marked, 3 please. 4 (Whereupon, Plaintiff's 5 Exhibit No. 5 was marked for 6 identification.) 7 MR. SMITH: 8 Q. Showing you that exhibit and it's marked 9 as Exhibit 5, is that one of the sources of your 10 information about what CTS paid its employees? 11 A. This is a recent one, yes, sir. 12 Q. But I notice it's dated after October 9. 13 A. Uh-huh (affirmative response). 14 Q. So are you saying that you had some of 15 these before then? 16 A. I have interviewed thousands of workers, 17 electrical workers in the valley, and that includes 18 my staff doing it. There is a process of 19 interviewing those people at an open house and then 20 a requisite to show all of your work history at 21 different places. We actually submitted, if I 22 remember, should have been two, two sources other 23 than this. We do not log who it is works for CTS. 24 I don't have a running list of who worked for which 25 company. There's an application process where</p>	<p>1 don't you? 2 A. Yes. 3 Q. Have you ever seen it? 4 A. No. You're going to give that to me 5 though, right? No. 6 Q. I think I already have. 7 A. Have you? 8 MR. RING: Huh-uh (negative response). 9 THE WITNESS: Have you? I ask for it. I 10 would like to see it. 11 MR. SMITH: 12 Q. So you've never seen CTS's contract? 13 A. No, sir. 14 Q. So you don't know what benefits the CTS 15 employee gets? 16 A. I have talked to CTS employees and have 17 that information through this open house process and 18 talking to thousands of electrical workers in 19 different, all different industries in southern 20 Nevada. 21 Q. Do you know whether the strike sanction 22 letter was sent to any other companies that CTS was 23 doing work with? 24 A. No, I don't know. I didn't know it was 25 on the show floor. You've educated me on that,</p>

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Page 57 - Page 60

000030



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Page 61	Page 63
<p>1 Q. You didn't know what was on the show 2 floor, I'm sorry?</p> <p>3 A. The letter, you said Harmer took it out 4 on the show floor, I didn't know that either.</p> <p>5 Q. Since 2003 have you had discussions about 6 putting up a picket line against CTS?</p> <p>7 A. With who?</p> <p>8 Q. With anyone, other than the one that you 9 have already talked about on October 9 of 2013.</p> <p>10 A. I'm pretty sure that I've had at least 11 casual discussions about area standards and CTS, and 12 I know I have had discussions about area standards 13 and CTS with staff.</p> <p>14 Q. And those discussions did not lead to a 15 decision by you to do a picket or to get a strike 16 sanction?</p> <p>17 A. No.</p> <p>18 Q. As I understood it earlier, and you can 19 correct me if I am wrong, you're saying that you 20 decided to seek the sanction against CTS just for 21 general use for the future and it didn't have 22 anything specific to do with the ABC Kids show?</p> <p>23 A. I did not specify a place or an area. It 24 was against area standards for CTS, and I did not 25 specify where or when. It was a general strike</p>	<p>1 A. No, I'm not aware of any promise.</p> <p>2 MR. SMITH: If I could get those two 3 marked next in order, 6 and 7 I guess. 4 (Whereupon, Plaintiff's 5 Exhibits Nos. 6 and 7 were marked 6 for identification.)</p> <p>7 MR. SMITH:</p> <p>8 Q. Now, with respect to the 1999 unfair 9 labor practice charge, that appears to be a charge 10 filed by CTS against IBEW; is that correct?</p> <p>11 A. Which exhibit is that? This (indicating) 12 is 6?</p> <p>13 Q. 6, yeah. The first page is the unfair 14 labor practice charge.</p> <p>15 A. That's what it appears to be, yes.</p> <p>16 Q. And then the next page which is Bates 17 stamped 746 is the letter from NLRB itself, and then 18 the next letter Bates stamped 742 is a letter from 19 Dennis Kist as a lawyer for Local 357. Have you 20 seen that letter before?</p> <p>21 A. I believe I have recently, yeah.</p> <p>22 Q. It says, "Please be advised that 357 does 23 not currently claim the work performed by Convention 24 Technical Services. The charge is therefore moot." 25 A. Uh-huh (affirmative response).</p>
Page 62	Page 64
<p>1 sanction.</p> <p>2 Q. I think you implied you didn't even know 3 that CTS was going to be on the show floor that 4 day.</p> <p>5 A. I did not know whether they were going to 6 be on the show floor that day; no.</p> <p>7 Q. Did Max Carter seem like he wanted to get 8 it done that day because he had a show that was 9 coming up?</p> <p>10 A. Get what done?</p> <p>11 Q. Get the strike sanction done.</p> <p>12 A. Max didn't bring the strike sanction to 13 me. He told me what was going on. I made the 14 decision right there to get an area of standards 15 sanction.</p> <p>16 Q. And what did you hope to accomplish by 17 that?</p> <p>18 A. Have another tool in my toolbox.</p> <p>19 Q. To do what?</p> <p>20 A. To organize all work in southern Nevada, 21 all electrical work is the first objective of the 22 IBEW constitution.</p> <p>23 Q. Were you aware or have you been aware of 24 any agreement or promise that IBEW would not picket 25 CTS?</p>	<p>1 Q. Do you read that to mean that the IBEW 2 was not going to picket anymore?</p> <p>3 A. I don't know that they did picket, I 4 have no knowledge of that.</p> <p>5 Q. Do you know if they had been picketing 6 before this letter?</p> <p>7 A. No, I don't know. Let's see, when was 8 this, in '99?</p> <p>9 Q. If you go two more pages over to Bates 10 stamp page 735, it's another letter from Dennis 11 Kist.</p> <p>12 A. Okay.</p> <p>13 Q. And he says, "nor does Local 357 14 currently intend to picket Conventional Technical 15 Services in the near future."</p> <p>16 A. Okay.</p> <p>17 Q. You don't have any knowledge of what was 18 contemplated by that letter because you worked 19 there?</p> <p>20 A. I didn't work there.</p> <p>21 Q. Yes, I understand.</p> <p>22 A. No, I have no idea. I seen one with 23 Gary's name on it. Maybe I ought to ask Gary.</p> <p>24 Q. Is that Gary Pitts?</p> <p>25 A. Yes, sir.</p>

Page 61 - Page 64

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000031

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Page 65	Page 67
<p>1 (Discussion off the record.)</p> <p>2 MR. SMITH: Back on the record.</p> <p>3 Q. Okay, let's flip over then to Exhibit 7.</p> <p>4 This is a year and a half later, and the top letter</p> <p>5 there is again from the NLRB with a different charge</p> <p>6 number and a different year, and then the third page</p> <p>7 is the charge itself again, do you see that, all</p> <p>8 filed by CTS against Local 357?</p> <p>9 A. Okay.</p> <p>10 Q. It's obvious I guess, but I take it you</p> <p>11 don't know how this was resolved?</p> <p>12 A. No, sir. Doesn't look like it's in the</p> <p>13 information either, just at a glance,</p> <p>14 Q. When you had discussions after 2003 about</p> <p>15 CTS --</p> <p>16 A. Uh-huh (affirmative response).</p> <p>17 Q. -- no one ever pointed out to you that</p> <p>18 there had been two charges filed?</p> <p>19 A. No.</p> <p>20 Q. And you were not aware of that when you</p> <p>21 made your decision in --</p> <p>22 A. No, sir, October 9th.</p> <p>23 MR. SMITH: Can we mark this as</p> <p>24 Exhibit 8, I think.</p> <p>25 ///</p>	<p>1 but if I can summarize what I think he is saying is</p> <p>2 that in order to organize the employees of CTS you</p> <p>3 have got to get it done before they sign a</p> <p>4 collective bargaining agreement, especially the IUOB</p> <p>5 bargaining agreement with 501.</p> <p>6 A. Okay, I'll accept that unless you want me</p> <p>7 to read it.</p> <p>8 Q. Well, why don't you take a look at the</p> <p>9 last paragraph on page 2 of that letter.</p> <p>10 A. Okay.</p> <p>11 Q. "The most viable option for Local 357 is</p> <p>12 to organize the employees of CTS. The local should</p> <p>13 seek authorization cards from the employees. As</p> <p>14 noted above, it is unclear whether a collective</p> <p>15 bargaining agreement between the operating engineers</p> <p>16 and CTS exists or whether they are still</p> <p>17 bargaining."</p> <p>18 A. Okay.</p> <p>19 Q. "Assuming an agreement was signed on</p> <p>20 February 1, 1999, it is important to determine</p> <p>21 whether it is a Section 8(f) pre-hire agreement or a</p> <p>22 9(a) agreement."</p> <p>23 A. Okay.</p> <p>24 Q. "Unless the majority of employees have</p> <p>25 indicated to the employer that they want to be</p>
Page 66	Page 68
<p>1 (Whereupon, Plaintiff's</p> <p>2 Exhibit No. 8 was marked for</p> <p>3 identification.)</p> <p>4 MR. SMITH:</p> <p>5 Q. Showing you Exhibit 8, what has been</p> <p>6 marked as Exhibit 8, that appears to be a letter</p> <p>7 signed by J.J. Barry, international president of</p> <p>8 IBEW; is that correct?</p> <p>9 A. I see J.J. Barry's signature.</p> <p>10 Q. Do you recognize the signature?</p> <p>11 A. Yes, sir.</p> <p>12 Q. And I think he confirms what you just</p> <p>13 said that the main point is to try to get the</p> <p>14 employees doing electrical work organized.</p> <p>15 A. He did. There's two objectives. One is</p> <p>16 to organize all the electrical work, and organizing</p> <p>17 it means they are all meeting the same area</p> <p>18 standards. That's my, that's what I prescribe.</p> <p>19 Q. I understand.</p> <p>20 A. If everybody makes more than the</p> <p>21 collective bargaining agreement, so \$100 an hour,</p> <p>22 there is no need for me and I can go back to my</p> <p>23 tools and have a nice life, and that would be a</p> <p>24 great objective,</p> <p>25 Q. You can read this in detail if you want,</p>	<p>1 represented by the operating engineers, the</p> <p>2 agreement is a Section 8(f) agreement."</p> <p>3 A. Okay.</p> <p>4 Q. That is what he wrote and that's why I</p> <p>5 concluded that this letter is designed to</p> <p>6 demonstrate how to best do that to help best</p> <p>7 organize its employees; is that correct?</p> <p>8 A. Yeah, but I wasn't trying to organize the</p> <p>9 employees, I was trying to raise the area</p> <p>10 standards. It was an area standards issue. I know</p> <p>11 that the operating engineers represent some or all</p> <p>12 of CTS employees. I've never seen the agreement,</p> <p>13 but this is area standards. It has nothing to do</p> <p>14 with representation of employees.</p> <p>15 Q. But yet that is the objective to organize</p> <p>16 all the employees?</p> <p>17 A. Organize the work doesn't mean making</p> <p>18 employees IBEW members.</p> <p>19 Q. I gotcha.</p> <p>20 A. That's not correct.</p> <p>21 Q. But this letter, this letter speaks to</p> <p>22 the idea of getting the employees of CTS to</p> <p>23 designate 357 as the representative rather than 501;</p> <p>24 does it not?</p> <p>25 A. That's what it looks like it read, yeah.</p>

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Page 65 - Page 68

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<p style="text-align: right;">Page 69</p> <p>1 I would say yes. I mean that's pretty clear I 2 think. 3 Q. You said that you determined that CTS did 4 not pay prevailing wages based on interviews you've 5 had with various employees? 6 A. Uh-huh (affirmative response). 7 Q. Can you name any of those employees? 8 A. No, not off the top of my head, no. 9 Q. Do you know whether the Local 357 has 10 sent what's called a salting employee to CTS? 11 A. Not under my tenure, no, sir, as business 12 manager. I don't have a representational interest 13 in CTS. 14 Q. If I could direct your attention back to 15 Exhibit I, I believe. 16 A. Okay. 17 Q. Is that the email? 18 A. 553? 19 Q. 321, page 321 is the front page. It 20 looks like this (indicating). 21 A. Okay, yup, see it. 22 Q. Do you know where that list of ces came 23 from? 24 A. Well, I would assume it came from Jake 25 Mallory because it says from Jake Mallory.</p>	<p style="text-align: right;">Page 71</p> <p>1 I like his email went to Darren. That would be 553. 2 Q. 552? 3 A. No, 553. 4 Q. He sent this email about 11:30 in the 5 morning, 11:27 a.m. according to the document. 6 A. Uh-huh (affirmative response). 7 Q. That was after you had your conversation 8 with Max in the hallway, right? 9 A. Yes. 10 Q. Did you and he discuss the idea of 11 sending pickets out to the convention center that 12 night? 13 A. No. 14 Q. The next day? 15 A. No. 16 Q. Do you know whether the stagehands is a 17 member of the building trades council? 18 A. They are not. 19 Q. Do you know who sent them a copy of the 20 strike sanction? 21 A. I do not, didn't know they had one. 22 Q. You know that the stagehands do a lot of 23 work on the convention floor? 24 A. I do. 25 MR. SMITH: A fair amount, okay.</p>
<p style="text-align: right;">Page 70</p> <p>1 Q. Oh, you are right. 2 If you would look at 324. 3 A. Okay. 4 Q. It looks like the same list; do you see 5 that? 6 A. I see some similarities between them. 7 They don't look like they are in the same order 8 though. You know, they look similar. 9 Q. Do you know who constructed that list? 10 A. No. On this one it looks like Julie 11 Nicoson, Nixon. 12 Q. And Julia Nixon, I think it's Nicoson. 13 A. Okay. 14 Q. But she works for the building trades 15 council, right? 16 A. Yes. 17 Q. Do you know if this is just a standard 18 list they use for sending out strike sanction 19 notifications? 20 A. I don't know if there's a list for 21 sending out strike sanction notifications. I don't 22 know if they are separate lists. 23 Q. Well, do you know whether Max Carter sent 24 this list when he emailed the request? 25 A. Let me look at Max's email. No, it looks</p>	<p style="text-align: right;">Page 72</p> <p>1 THE WITNESS: Mr. Smith, are we going to 2 go more than about another ten or 15 minutes? If we 3 are I need to make a quick phone call. 4 MR. SMITH: Let's see if I can finish in 5 five minutes. 6 MR. RING: I'm probably going to have ten 7 at the end. 8 THE WITNESS: I don't want to rush you. 9 I just need to notify someone, make sure my lunch 10 appointment is appropriate. Sorry. 11 MR. SMITH: 12 Q. Did you make any decision about whether 13 you should notify CTS that you are seeking the 14 strike sanction? 15 A. No. Did I make a decision, no. 16 Q. And you don't know whether they were 17 notified? 18 A. I have no idea. Were they? 19 Q. You didn't make it a point to tell Carter 20 that they should be notified, I take it? 21 A. I can't think of an instance, but I'm not 22 going to say that it has never happened that I've 23 notified the person that I have an area standards 24 sanction on. 25 Q. But you did want to notify or educate the</p>

Page 69 - Page 72

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Page 73	Page 75
<p>1 people like at the convention center?</p> <p>2 A. I have a concern if I decide to have an</p> <p>3 action, I have a concern for the safety of my</p> <p>4 members.</p> <p>5 Q. Did you know of a telephone call from Sam</p> <p>6 Hornbeck actually to you but which Max Carter ended</p> <p>7 up taking on the evening of October 9 or afternoon</p> <p>8 of October 9?</p> <p>9 A. Sam called me on the evening of</p> <p>10 October 9th? I do not have a record of a phone call</p> <p>11 from Sam or don't recollect a call from Sam on the</p> <p>12 9th.</p> <p>13 Q. My understanding is he couldn't get you</p> <p>14 and he ended up talking to Max.</p> <p>15 A. Okay.</p> <p>16 Q. Were you aware of that?</p> <p>17 A. I don't recollect, but I'm not going to</p> <p>18 say it isn't true.</p> <p>19 Q. You don't recall Max reporting the phone</p> <p>20 call to you?</p> <p>21 A. My agents don't report to me every</p> <p>22 five minutes. Sometimes we go a day or two without</p> <p>23 talking to each other. I end up in depositions and</p> <p>24 they can't get me.</p> <p>25 MR. SMITH: I think I'm done.</p>	<p>1 hold up area standards because my companies do, so</p> <p>2 in specific terms, no, but that is a general theme</p> <p>3 of sitting down to negotiate.</p> <p>4 MR. SMITH: Okay, I don't have anything</p> <p>5 else.</p> <p>6 MR. RING: Okay, I've got a few follow-</p> <p>7 up questions. I want to clear a few things up.</p> <p>8</p> <p>9 EXAMINATION</p> <p>10 BY MR. RING:</p> <p>11 Q. You were asked by counsel about your</p> <p>12 participation, membership, and employment by IBEW,</p> <p>13 and I want to get some dates clear.</p> <p>14 A. Okay.</p> <p>15 Q. When did you first become a member of</p> <p>16 IBEW Local 357?</p> <p>17 A. That would have been May of 1989 as I</p> <p>18 turned into a second year apprentice.</p> <p>19 Q. And you're still currently a member; is</p> <p>20 that correct?</p> <p>21 A. Yes.</p> <p>22 Q. When counsel asked you when you began</p> <p>23 work for the union, what did that mean to you?</p> <p>24 A. That meant under a collective bargaining</p> <p>25 agreement, but I think I answered it when I went on</p>
Page 74	Page 76
<p>1 Let's go off the record.</p> <p>2 (Whereupon, a recess was taken from</p> <p>3 11:07 a.m. to 11:08 a.m.)</p> <p>4 MR. SMITH: On the record.</p> <p>5 Q. In your conversation with Max that</p> <p>6 morning on October 9 did he mention any</p> <p>7 communications that he had had with Edlen</p> <p>8 Electric --</p> <p>9 A. No.</p> <p>10 Q. -- about CTS.</p> <p>11 A. No.</p> <p>12 Q. With Freeman Electric?</p> <p>13 A. No.</p> <p>14 Q. Had you had any contacts from either of</p> <p>15 those companies about CTS?</p> <p>16 A. On the 9th, no, sir.</p> <p>17 Q. At any time before the 9th?</p> <p>18 A. Not that I can think of in 2013 at all,</p> <p>19 if that helps. I may have somewhere in the past,</p> <p>20 but, no.</p> <p>21 Q. Have you ever had a complaint by other</p> <p>22 employers that CTS was doing work and paying less</p> <p>23 than they were paying?</p> <p>24 A. Every time I sit at the negotiation table</p> <p>25 an employer complains about companies that don't</p>	<p>1 the payroll of the IBEW.</p> <p>2 Q. And when did you go on IBEW 357's</p> <p>3 payroll?</p> <p>4 A. Full-time employee was December 4th,</p> <p>5 2003.</p> <p>6 Q. And what position did you occupy?</p> <p>7 A. Organizer for the first little over</p> <p>8 six months and then director of organizing.</p> <p>9 Q. Would you say approximately May to June,</p> <p>10 2004, you became director of organizing?</p> <p>11 A. I think it was July. It was right after</p> <p>12 the elections in June to be a little more specific.</p> <p>13 Q. Okay, and from July, 2004, until what</p> <p>14 time did you stop serving as director of organizing?</p> <p>15 A. That would have been in the fall of 2009,</p> <p>16 probably October. I don't have that date memorized.</p> <p>17 Q. And why did you stop serving as director</p> <p>18 of organizing?</p> <p>19 A. I didn't stop organizing. I only stopped</p> <p>20 as that title because I became the assistant</p> <p>21 business manager along with Gary Pitts.</p> <p>22 Q. And if you were the assistant business</p> <p>23 manager at that time, who was the business manager?</p> <p>24 A. David R. Jones.</p> <p>25 Q. Do you know the term that Mr. Jones</p>

MARGIE L. CARLSON, CCR #287  
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Page 73 - Page 76

000034

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Page 77

1 served as business manager?  
 2 A. Yes. He was appointed in October of  
 3 2001. He won election in June of 2004. He won  
 4 another term in June of 2007 and another term in  
 5 June of 2010.  
 6 Q. Did Mr. Jones step down from that  
 7 position?  
 8 A. Yes.  
 9 Q. And why did he step down from that  
 10 position?  
 11 A. He took a job with the Ninth District  
 12 International.  
 13 Q. And when you say the international, you  
 14 mean the International Brotherhood of Electrical  
 15 Workers, correct?  
 16 A. Yes, sir.  
 17 Q. When Mr. Jones stepped down did you step  
 18 into the position as business manager?  
 19 A. I was appointed by the executive board as  
 20 business manager to finish out the term he was  
 21 elected for.  
 22 Q. You had answered one of counsel's  
 23 questions regarding your knowledge of CTS wages and  
 24 that your experience was talking to their employees,  
 25 how would you speak with CTS's employees?

Page 78

1 A. Well, there was multiple ways, did a lot  
 2 of job site visits to construction sites, and a lot  
 3 of those workers on construction sites had worked  
 4 for CTS in the past. Also we have a weekly open  
 5 house where all electrical workers are welcome to  
 6 come and talk to us about membership, benefits, and  
 7 raising the standard of living for all electricians  
 8 in southern Nevada.  
 9 Q. Were some of CTS's employees hired  
 10 through temporary employment agencies?  
 11 A. In my experience a majority of them.  
 12 Q. And what were some of those temporary  
 13 agencies that were hired through CTS?  
 14 A. CLP is one. I think I have -- there was  
 15 one that started with construction and honestly I  
 16 can't remember the name, but there's been at least  
 17 two or three that I've seen, and I'd have to  
 18 review. I'd have to sit and review to find those,  
 19 but one of them was a name similar to CLP, but it  
 20 was construction something.  
 21 Q. And did you personally have conversations  
 22 with employees who had worked for CTS?  
 23 A. Absolutely.  
 24 Q. When do you recall the first of those  
 25 conversations?

Page 79

1 A. It would be in 2004.  
 2 Q. And now that you're a business manager,  
 3 financial secretary do you personally speak to  
 4 employees at open houses?  
 5 A. I have but a lot less frequently than I  
 6 did, but, yes, I speak to people that walk in the  
 7 door, not only open houses but a lot of times it's  
 8 the people that just walk in the door.  
 9 Q. Now that you're business manager would  
 10 you rely on your staff to speak with those employees  
 11 at open houses?  
 12 A. That's the majority of who speaks with  
 13 those, yes.  
 14 Q. And how often do you meet with your  
 15 staff?  
 16 A. I have a staff meeting weekly, and I call  
 17 special meetings at least once a month for different  
 18 items and then as the need arises for whatever  
 19 activities are going on. If I'm in negotiations  
 20 with someone I may speak to 'em every hour while  
 21 we're preparing for that, and then I may not speak  
 22 to 'em for three, four days.  
 23 Q. During 2012 and '13 when you were serving  
 24 as business manager do you recall any conversations  
 25 at staff meetings regarding CTS's wages and

Page 80

1 benefits?  
 2 A. Yes, I believe we did discuss, actually  
 3 the discussion was about how we had seen the wage  
 4 for CTS being lowered because it had gotten above  
 5 the 18-dollar-an-hour range, and I was told that it  
 6 had dropped in some instances down to \$15 an hour  
 7 from these temp agencies.  
 8 Q. And were you told this by your staff  
 9 members?  
 10 A. Yes.  
 11 Q. Counsel asked you several questions about  
 12 the strike sanction you requested from the Southern  
 13 Nevada Building and Construction Trades Council.  
 14 You had mentioned that you have been involved in  
 15 approximately 100 pickets. Would that have been  
 16 from 2003 to the present?  
 17 A. No, I think the 100 pickets would be from  
 18 1987,  
 19 Q. To the present?  
 20 A. To the present.  
 21 Q. Okay, and since you went on staff with  
 22 the union and you were being paid out of the union's  
 23 till how many strikes have you, strikes or pickets  
 24 have you been involved in?  
 25 A. I've walked well over around 50 probably,

Page 77 - Page 80

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000035

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AL D. DAVIS

<p style="text-align: right;">Page 81</p> <p>1 well over 50 probably.</p> <p>2 Q. As business manager how many strike</p> <p>3 sanctions have you requested?</p> <p>4 A. Jeez, I did three last week. Probably</p> <p>5 two dozen would probably be a good guess, but it's</p> <p>6 definitely a guess.</p> <p>7 Q. When you request a strike sanction do you</p> <p>8 picket on all those?</p> <p>9 A. No.</p> <p>10 Q. Is it more common or less common to</p> <p>11 actually picket after a strike sanction is issued?</p> <p>12 A. I'd say about half and half.</p> <p>13 Q. Counsel spent some of his time asking you</p> <p>14 about Exhibit I, if I can ask you to flip to that.</p> <p>15 A. Okay.</p> <p>16 Q. There was a discussion of the emergency,</p> <p>17 the word emergency being used in front of strike</p> <p>18 sanction, and you had stated some information about</p> <p>19 building trades and meeting on Mondays.</p> <p>20 A. Yes.</p> <p>21 Q. Does building trades meet every Monday?</p> <p>22 A. Almost every Monday.</p> <p>23 Q. And who would be involved in those</p> <p>24 meetings?</p> <p>25 A. Delegates from different labor</p>	<p style="text-align: right;">Page 83</p> <p>1 that were requested by other unions that would also</p> <p>2 have a similar list of cc'd emails?</p> <p>3 A. Yes.</p> <p>4 Q. Is that common practice of the building</p> <p>5 trades when there is a strike sanction?</p> <p>6 A. Yeah.</p> <p>7 Q. You had nothing to do with all those</p> <p>8 emails being attached or cc'd; is that correct?</p> <p>9 A. None.</p> <p>10 Q. You were asked about the copy of the</p> <p>11 LVCVA board members on your strike sanction request</p> <p>12 letter, which is Bate stamped as 00554 also within</p> <p>13 Exhibit I.</p> <p>14 A. Yes.</p> <p>15 Q. You mentioned that some board members had</p> <p>16 requested notice from you regarding area standard</p> <p>17 issues. Can you tell me which board members that</p> <p>18 was? And that would be, just for the record you are</p> <p>19 referring to Exhibit 2?</p> <p>20 A. Yes. Tom Collins, who used to be a</p> <p>21 member of mine, and Steve Ross, still a member of</p> <p>22 mine, both members of the B3W.</p> <p>23 Q. You also mentioned that one of the</p> <p>24 reasons you sent the LVCVA board members a copy of</p> <p>25 that letter was to let their security force know</p>
<p style="text-align: right;">Page 82</p> <p>1 organizations that belong to the Building and</p> <p>2 Construction Trades Council of Southern Nevada.</p> <p>3 Q. And on those Monday meetings does the</p> <p>4 building trades council conduct its regular</p> <p>5 business?</p> <p>6 A. Yes.</p> <p>7 Q. And you had stated that the emergency is</p> <p>8 something that building trades applied to this</p> <p>9 because the meeting is not able to occur except on</p> <p>10 Mondays; is that correct?</p> <p>11 A. Yes.</p> <p>12 Q. Have you seen the word emergency used</p> <p>13 when other unions request a strike sanction not on a</p> <p>14 Monday?</p> <p>15 A. Yes.</p> <p>16 Q. Counsel also asked to you look at page</p> <p>17 324, pardon me, 00324 and 00321, and there is</p> <p>18 several emails cc'd. Do you recognize any of those</p> <p>19 email addresses?</p> <p>20 A. Yes, there is mine; yes, I do.</p> <p>21 Q. Do these appear to be union addresses or</p> <p>22 addresses of union business agents for other unions?</p> <p>23 A. They appear to be delegates and office</p> <p>24 managers of affiliated unions.</p> <p>25 Q. Do you recall receiving strike sanctions</p>	<p style="text-align: right;">Page 84</p> <p>1 that you may be picketing there. Have you ever had</p> <p>2 any issues with their security force in the past?</p> <p>3 A. I have dealt with their security force</p> <p>4 and my members on multiple occasions. One of</p> <p>5 their -- yes.</p> <p>6 Q. And as a result of some of those dealings</p> <p>7 has the Las Vegas Metropolitan Police Department</p> <p>8 been called?</p> <p>9 A. Yes.</p> <p>10 Q. And is it common practice now when you</p> <p>11 may do an area standards picket that you will inform</p> <p>12 a law enforcement agency who has jurisdiction over</p> <p>13 the area?</p> <p>14 A. Absolutely, and it is standard practice.</p> <p>15 Q. And did you copy the LVCVA to allow the</p> <p>16 security force to know, that way they wouldn't</p> <p>17 contact Las Vegas Metro if you did have a picket?</p> <p>18 A. I don't quite understand that question.</p> <p>19 Q. Was the reason for copying the security</p> <p>20 force to ensure that Metro wouldn't be called if</p> <p>21 there was a picket?</p> <p>22 A. No, it was to educate them about the</p> <p>23 possibility that there would be an area standards,</p> <p>24 could be an area standards action. I do it whether</p> <p>25 it's a strike sanction or whether it's under my</p>

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Page 81 - Page 84

000036

DEPOSITION OF  
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<p style="text-align: right;">Page 85</p> <p>1 rights of freedom of speech, whether it's 2 handbiling or bannering, I mean when we have 3 actions where there could be interaction with law 4 enforcement and they have jurisdiction that's a 5 standard practice of mine. 6 Q. Let me ask you this, have you ever 7 ordered or controlled the actions and behavior of 8 any agent of Teamsters Local 631? 9 A. No. 10 Q. Counsel spent a portion of his 11 questioning regarding the prevailing wage rate in 12 the state of Nevada and specifically in Clark 13 County. As part of that discussion he handed you 14 what is Exhibit 3, and just to clarify, the 58.26 15 rate that you mentioned as an hourly rate for 16 electrical work for prevailing wage -- 17 A. Yes, sir. 18 Q. -- what are the components of that wage 19 specifically? 20 A. It's wages on the check. It's health and 21 welfare contribution. In our case it's health and 22 welfare contribution. It's pension, Plan A, which 23 is defined benefits, pension, Plan B, which is 24 defined contribution. It's apprenticeship training 25 fund, and it's the National Electrical Benefit Fund,</p>	<p style="text-align: right;">Page 87</p> <p>1 Q. You were asked some questions regarding 2 the material expediter agreement that Local 357 has 3 for convention work. Do material handling 4 dispatched employees run wiring? 5 A. No. 6 Q. Do they plug in any electrical equipment? 7 A. No. 8 Q. Do they set up lighting? 9 A. No. 10 Q. Do they supply power to any convention 11 booths? 12 A. No. 13 Q. Of those tasks I just mentioned which 14 dispatch class would be responsible for performing 15 that work? 16 A. Responsible journeymen wire men. 17 Q. And those are people earning the 58.26 an 18 hour rate; is that correct? 19 A. That is correct. 20 Q. Did you direct James Harmer, a Teamster 21 631 representative, to show your strike sanction 22 letter to anyone? 23 A. No. 24 Q. Do you know if Max Carter had a reason to 25 do that or did that?</p>
<p style="text-align: right;">Page 86</p> <p>1 which is a defined benefit. 2 Q. And these are the direct wages and 3 benefits received by each IBEW-dispatched employee; 4 is that correct? 5 A. Yes. 6 Q. There are some other amounts on the left 7 of that sheet. Do you happen to know what those 8 amounts represent? 9 A. On the left? Oh, you mean below those? 10 Q. Correct, below the NEBF line item. 11 A. I got you, on the direct cost items. 12 There is a NECA membership cost. There is Contract 13 Administration Fund costs that goes to NECA. There 14 is Labor Management Cooperative Committee, which is 15 paid into by both the employer and the employee, 16 National Labor Management, looks like Social 17 Security, which I have very little knowledge of, 18 Medicare, federal unemployment, workers comp, looks 19 like liability insurance, Nevada unemployment, and 20 modified business tax. 21 Q. Any of those amounts below the NEBF, are 22 those amounts that are paid to the employee? 23 A. They're not a direct benefit to the 24 employee that I know of unless you would count 25 unemployment, and they are not paid directly.</p>	<p style="text-align: right;">Page 88</p> <p>1 A. My agents do not direct other labor 2 organization agents. 3 Q. Was the only purpose of your area 4 standard picket letter to request the possibility to 5 picket? 6 A. Yes. 7 Q. Was your strike sanction letter in any 8 way to prevent LVCVA from doing business with CTS? 9 A. No. 10 Q. Did you have the intent to prevent Fern 11 from doing any business with CTS? 12 A. I didn't even know who Fern was at that 13 time. 14 Q. Did you have any intent to have the ABC 15 Kids to stop doing business or stop having to do 16 business or handle their equipment? 17 A. Absolutely not. 18 Q. Was the purpose of your area standards 19 picket letter to begin recognition picketing? 20 A. No. 21 Q. As the business manager are you the 22 person responsible for deciding which companies IBEW 23 Local 357 will unionize or attempt to unionize? 24 A. Yes. 25 Q. Did you give any direction to anyone in</p>

Page 85 - Page 88

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000037



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AL D. DAVIS

Page 89

1 the union to attempt to organize employees of CTS  
2 during your term as business manager?

3 A. No.

4 Q. During your term as assistant business  
5 manager were you aware of or did you direct any  
6 IBEW 357 employees to organize CTS employees?

7 A. No.

8 MR. RING: That's all I have.

9 MR. SMITH: Do you want to take a break?

10 MS. BAKBR: Sure,

11 (Whereupon, a recess was taken from  
12 11:28 a.m. to 11:29 a.m.)

13 MR. SMITH: I have no questions.

14 (Whereupon, the deposition  
15 was concluded at 11:29 a.m.)  
16  
17  
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24  
25

Page 90

## REPORTER'S CERTIFICATE

2 STATE OF NEVADA }  
3 } ss

4 COUNTY OF CLARK )  
5

6 I, Margie L. Carlson, CCR No. 287, do hereby  
7 certify:

8 That I reported the taking of the deposition  
9 of the witness, AL D. DAVIS, commencing on  
10 February 28, 2014, at the hour of 8:58 a.m.

11 That prior to being examined, the witness was  
12 duly sworn to testify to the truth and that I  
13 thereafter transcribed said stenotypy notes and said  
14 deposition is a complete, true, and accurate  
15 transcription of said stenotypy notes taken down at  
16 said time.

17 The witness and/or a party has not requested  
18 to read and sign the deposition transcript.

19 I further certify that I am not a relative or  
20 employee of any party involved in said action, nor a  
21 person financially interested in the action.

22 Dated at Las Vegas, Nevada, this 11th day  
23 of March, 2014.  
24

25 Margie L. Carlson

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Page 89 - Page 90

000038

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\$100 - associated  
DEPOSITION OF AL D. DAVIS

-&-	1999 [u] 24:21 40:8 63:8 67:20	36 [u] 3:11 8:1 37 [u] 49:19 38.89 [u] 50:21 39.89 [u] 50:21 54:25 3rd [u] 57:12	-9-	agreements [u] 30:19 32:2 41:16,18,19,23 43:16 51:21 53:12 air-conditioning [u] 7:11 Al [u] 1:17 3:4 4:2,10 90:9 alarms [u] 25:1 allow [u] 84:15 almost [u] 8:19 81:22 along [u] 76:21 always [u] 51:1 among [u] 24:12 amount [u] 48:3 71:25 amounts [u] 86:6,8,21 86:22 AMY [u] 2:2 anarchy [u] 12:13 answer [u] 18:11 41:21 52:16 59:9 answered [u] 75:25 77:22 answers [u] 5:12,15 Anyway [u] 50:15 apart [u] 11:22 appear [u] 82:21,23 APPEARANCES [u] 2:1 appliances [u] 56:24 application [u] 58:25 applications [u] 59:6 applied [u] 82:8 applies [u] 30:13 appointed [u] 17:24 20:12,22 24:2 77:2,19 appointment [u] 72:10 apprentice [u] 7:19,19 55:21 75:18 apprentices [u] 42:24 42:25 43:8,10,14 apprenticeship [u] 7:4 25:8 55:20 56:4 85:24 appropriate [u] 72:10 April [u] 8:7 area [u] 25:21 28:18,23 29:15,25 30:1,4,5 31:3 35:9 45:14,17 46:18 47:4 47:6,18,21,24 48:1,14 61:11,12,23,24 62:14 66:17 68:9,10,13 72:23 75:1 83:16 84:11,13,23 84:24 88:3,18 areas [u] 13:21,23 19:23 46:11 arises [u] 79:18 arrangement [u] 18:24 article [u] 41:9 articulate [u] 5:12 assignment [u] 43:12 assistant [u] 76:20,22 89:4 associated [u] 7:4
\$100 [u] 66:21 \$15 [u] 80:6	-2-	4 [u] 3:5,13 54:15 40 [u] 12:7 24:10 47:14 4270 [u] 2:7 4th [u] 4:15 29:3 40:23 41:3,4 76:4	-A-	A-9 [u] 2:7 a.m. [u] 1:21 55:11,11 71:5 74:3,3 89:12,12,15 90:10 ABC [u] 29:14 45:8,10 61:22 88:14 able [u] 19:18 82:9 above [u] 67:14 80:4 Absolutely [u] 5:3 9:22 12:4,22 46:6 78:23 84:14 88:17 accept [u] 67:6 access [u] 17:11 accomplish [u] 62:16 according [u] 32:18 71:5 accurate [u] 26:21 28:5 90:14 acronym [u] 51:9 action [u] 34:24,25 35:5 73:3 84:24 90:20,21 actions [u] 85:3,7 activities [u] 79:19 add [u] 55:2 added [u] 51:19 addresses [u] 82:19,21 82:22 administered [u] 5:5 Administration [u] 86:13 advice [u] 40:1 advised [u] 63:22 affiliated [u] 82:24 affirmatively [u] 51:12 afternoon [u] 73:7 again [u] 19:5 42:22 51:25 65:5,7 against [u] 3:16 25:15,20 29:19 61:6,20,24 63:10 65:8 agencies [u] 59:13 78:10 78:13 80:7 agency [u] 59:15 84:12 agent [u] 37:13,15 85:8 agents [u] 3:16 29:13 38:10 73:21 82:22 88:1,2 89:101 [u] 2:4 89103 [u] 2:8 8:58 [u] 1:21 90:10
& [u] 1:18 2:3 7:15	2000 [u] 24:21 25:11,13 40:4 2001 [u] 77:3 2002 [u] 40:10,13 2003 [u] 4:15 29:3,4 40:15,22,23 41:4 47:15 57:8,10,11,16 61:5 65:14 76:5 80:16 2004 [u] 76:10,13 77:3 79:1 2007 [u] 77:4 2009 [u] 76:15 2010 [u] 77:5 2011 [u] 8:7 2012 [u] 3:13 54:18 79:23 2013 [u] 8:10 23:23,24 25:18 29:6,11 61:9 74:18 2014 [u] 1:20 90:10,23 24 [u] 27:7 25 [u] 27:7 55:22 26 [u] 3:10 27:7 26th [u] 8:7 27 [u] 27:7 28 [u] 1:20 54:20 90:10 287 [u] 1:25 90:6 2:13-cv [u] 1:8	-4-	-5-	5 [u] 3:15 58:5,9 50 [u] 3:12 24:11 42:7 43:5 47:14 80:25 81:1 501 [u] 9:21,23 41:24 46:7,7,9,13,21 49:18 67:5 68:23 53 [u] 27:8 54 [u] 3:14 27:8,8 552 [u] 71:2 553 [u] 27:10 28:1 33:19 69:18 71:1,3 554 [u] 26:17 27:11 28:3 28:10 57.26 [u] 5:14,15 58 [u] 3:15 58.26 [u] 30:5 42:9 43:7 43:19 46:23 47:5 48:7,13 48:14 49:22 51:16 53:4 55:4 85:14 87:17
'13 [u] 79:23 '47 [u] 12:10 '98 [u] 24:23 '99 [u] 24:25 64:8 '99-2000 [u] 25:17 'cuz [u] 48:17 53:22 'em [u] 79:20,22	2001 [u] 77:3 2002 [u] 40:10,13 2003 [u] 4:15 29:3,4 40:15,22,23 41:4 47:15 57:8,10,11,16 61:5 65:14 76:5 80:16 2004 [u] 76:10,13 77:3 79:1 2007 [u] 77:4 2009 [u] 76:15 2010 [u] 77:5 2011 [u] 8:7 2012 [u] 3:13 54:18 79:23 2013 [u] 8:10 23:23,24 25:18 29:6,11 61:9 74:18 2014 [u] 1:20 90:10,23 24 [u] 27:7 25 [u] 27:7 55:22 26 [u] 3:10 27:7 26th [u] 8:7 27 [u] 27:7 28 [u] 1:20 54:20 90:10 287 [u] 1:25 90:6 2:13-cv [u] 1:8	-5-	-6-	6 [u] 3:16 63:3,5,12,13 63 [u] 3:17,18 631 [u] 1:11 10:19 85:8 87:21 66 [u] 3:19 669 [u] 51:23 67.69 [u] 51:24
/ [u] 25:25,25,25 65:25,25 65:25	-0-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-6-	-8-	8 [u] 3:19 65:24 66:2,5,6 67:21 68:2 89101 [u] 2:4 89103 [u] 2:8 8:58 [u] 1:21 90:10
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325 [u] 26:16 0553 [u] 26:17	-1-	-3-	-7-	7 [u] 3:18 63:3,5 65:3 735 [u] 64:10 742 [u] 63:18 746 [u] 63:17 75 [u] 3:6 7:30 [u] 8:7
00321 [u] 82:17 00324 [u] 82:17 00554 [u] 83:12 01885-MMD-NJK [u] 1:9 0321 [u] 26:14,15 0322 [u] 26:12 0325				



association - County  
DEPOSITION OF AL D. DAVIS

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DESERT SUN V. IBEW 2-28-14  
CONDENSED & INDEXING

association (s) 16:4 51:6,11	67:15 70:6 bind (s) 35:3 bit (s) 42:6 50:13 Blvd (s) 2:7 board (s) 3:11 11:12 35:23,24 36:1,2,4,20 77:19 83:11,15,17,24 boards (s) 35:16 body (s) 22:22 23:9 Bombard (s) 25:12 books (s) 13:25 booth (s) 17:11,14 18:1,2 18:18 20:10,12 21:1 39:2 booths (s) 19:13 20:23 87:11 born (s) 8:12 bottom (s) 26:11 Boy (s) 53:1 branch (s) 43:13 break (s) 55:7 89:9 bring (s) 62:12 broader (s) 57:6 Brotherhood (s) 19:10 4:12 39:23 77:14 build (s) 17:15 44:16 building (s) 1:11 10:5 11:9,17,18,21 12:6,17 22:5,6,10 23:18 24:13 25:10,11,19 29:23 33:10 33:12,17 34:1,13 70:14 71:17 80:13 81:19,21 82:1 82:4,8 83:4 buildings (s) 9:15,17 13:14 57:3 business (s) 5:23 7:12 8:5 37:12,15 39:8 41:4 45:21 69:11 76:21,22,23 77:1,18,20 79:2,9,24 81:2 82:5,22 86:20 88:8,11,15 88:16,21 89:2,4 buys (s) 17:10	casinos (s) 9:17 32:5 56:25 casual (s) 61:11 cat (s) 56:22 cat (s) 82:18 83:2,8 CCCC (s) 7:5 CCI (s) 25:3 CCR (s) 90:6 ccs (s) 69:22 cellphone (s) 38:19 center (s) 17:6 18:23,25 19:4 20:4,16 21:9 34:23 35:19 36:20 37:9,18,20 38:19 56:2 71:11 73:1 certain (s) 17:11 18:17 54:23 CERTIFICATE (s) 90:1 certify (s) 90:7,19 challenge (s) 6:2 challenges (s) 6:6 characterize (s) 11:14 charge (s) 3:16 4:24 20:8 63:9,9,14,24 65:5,7 charges (s) 65:18 check (s) 85:20 chief (s) 5:24 choice (s) 18:7 circumstances (s) 22:17 city (s) 35:10 claim (s) 63:23 clarification (s) 13:11 clarify (s) 18:11 85:14 Clark (s) 30:9 35:8,12 51:18 85:12 90:4 class (s) 87:14 clean-up (s) 55:13 cleaning (s) 7:13 clear (s) 44:19 53:22 69:1 75:7,13 close (s) 15:4 23:16 CLP (s) 59:17,21,22 78:14,19 code (s) 56:1 collect (s) 8:23 collective (s) 42:15 50:24 51:21 53:11 66:21 67:4,14 75:24 college (s) 7:4,13,14,16 21:18 Collins (s) 1:18 2:3 83:20 column (s) 56:23 coming (s) 62:9 commencing (s) 90:9 commissioner (s) 49:1 49:4 53:7 Committee (s) 86:14 common (s) 19:22 81:10 81:10 83:4 84:10	communication (s) 9:10 communications (s) 74:7 comp (s) 86:18 companies (s) 7:21 15:1,13,15,20 16:15 20:15,19 25:6 31:22 43:20 43:22 44:8 59:2,3,23,24 60:22 74:15,25 75:1 88:22 company (s) 1:6 7:13 17:20 18:18 20:2,11 39:13 44:20 58:25 compare (s) 28:8 comparison (s) 14:20 compete (s) 14:4 competent (s) 5:19 complaints (s) 74:25 complaint (s) 6:5 74:21 complete (s) 90:14 completed (s) 7:2,3 complicated (s) 16:21 complies (s) 52:1 component (s) 48:23 components (s) 85:18 compromise (s) 35:2 concede (s) 48:14 conceived (s) 8:13 concern (s) 73:2,3 concluded (s) 68:5 89:15 conduct (s) 82:4 confirms (s) 66:12 confrontation (s) 35:4 connection (s) 5:1 56:14 connectors (s) 12:8,15 consider (s) 11:7 47:3 consistent (s) 56:21 constitution (s) 41:9 62:22 constructed (s) 70:9 construction (s) 1:12 7:23,24 8:2 9:3,11 10:1,3 10:6,20 11:2,7,9 12:4,7 12:21 13:4,14 22:5,6,10 30:16 48:10 78:2,3,15,20 80:13 82:2 consult (s) 37:24 38:13 38:15 contact (s) 84:17 contacts (s) 74:14 contemplate (s) 34:24 contemplated (s) 64:18 contemplating (s) 30:2 continuing (s) 7:6 contract (s) 21:4 44:3 53:19 54:20 59:25 60:12 86:12 contracted (s) 20:23 contracting (s) 11:5 25:5	contractor (s) 16:11,19 16:24 17:24 19:21 20:12 20:22 contractors (s) 11:3,4 18:6,10 20:3 43:24 45:13 48:25 51:6,10 53:18 contracts (s) 9:18 32:7 46:1,22 49:17,19 contractual (s) 17:2 30:20 contribution (s) 85:21 85:22,24 control (s) 31:2 32:4 35:9 controlled (s) 85:7 controller (s) 12:16 convention (s) 1:5 10:23,24 11:1,16 12:20 13:4,15 14:4,11,15 15:14 15:15,23 17:6 18:23,25 19:2,3 20:4,16 21:6,9,10 29:16 31:5,9 34:23 35:19 36:20 37:9,17,19,38:18 40:11 43:7 44:8 45:18 48:11 55:18,24 56:2,12 56:16 57:6 59:16 63:23 71:11,23 73:1 87:3,10 Conventional (s) 64:14 conventions (s) 15:17 conversation (s) 45:4 71:7 74:5 conversations (s) 78:21 78:25 79:24 Cooperative (s) 86:14 coordinate (s) 82:5 16:9 copies (s) 34:22 copy (s) 26:5 36:23 37:1 37:10 38:19 71:19 83:10 83:24 84:15 copying (s) 84:19 core (s) 13:19,22 correct (s) 9:3 10:11 16:12 17:17 21:2,16 22:12 22:24 25:20 28:9,12 30:14 34:14 37:16 39:19,20,22 41:17 49:5 51:15 52:2 55:6 61:19 63:10 66:8 68:7,20 75:20 77:15 82:10 83:8 86:4,10 87:18,19 correctly (s) 46:20 47:13 51:23 cost (s) 55:2 86:11,12 costs (s) 3:12 52:4 86:13 council (s) 1:12 10:6 22:5,6,11,15,19 25:19 29:23 33:10,17 34:13 43:13 70:15 71:17 80:13 82:2,4 counsel (s) 75:11,22 80:11 81:13 82:16 85:10 counsel's (s) 77:22 count (s) 40:18 86:24 country (s) 16:4 County (s) 30:9 35:8,12 51:18 85:13 90:4
---------------------------------	--	--	---	---

-B-

-C-

Index Page 2

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DESERT SUN V. IBEW 2-28-14  
CONDENSED & INDEXING

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couple - federal  
DEPOSITION OF AL D. DAVIS

couple [n] 25:3	defined [n] 85:23,24 86:1	District [n] 1:1,2 35:13	20:17 25:5 31:7,21 32:4	estimated [n] 15:8
course [n] 10:19 49:15	definitely [n] 81:6	77:11	39:4,23 41:1,8,14 43:22	evening [n] 73:7,9
55:24 57:5	definition [n] 34:5,6	document [n] 30:23 51:5	44:20 46:10,13,17 48:10	events [n] 37:22
court [n] 1:1 5:6	delegates [n] 81:25	51:13 71:5	48:11 51:6,10 54:6 55:23	everybody [n] 30:1
covering [n] 44:3	82:23	documents [n] 3:18	56:3,17,19,23,25 57:18	44:24 66:20
creature [n] 48:21	delivery [n] 10:16 44:17	6:14,16 16:1 25:22 28:8	58:17 59:1,3 60:18 62:21	ex-members [n] 35:15
criteria [n] 24:17,20	54:8	57:20,22 59:10,12	66:14,16 77:14 78:5 85:16	exactly [n] 40:6
CTS [n] 14:14,24 15:11	demonstrate [n] 68:6	doesn't [n] 20:24 28:18	85:25 87:6	Examination [n] 3:5,6
25:15,20 28:18 29:1,14	demonstrated [n] 48:9	65:12 68:17	electrician [n] 7:19	4:7 75:9
29:19 31:19 32:2 39:12	denigrates [n] 46:17	doghouse [n] 56:23	42:12	examined [n] 4:5 90:11
40:1 45:7,10 49:8 57:9	47:24	dollar [n] 49:18	electricians [n] 30:9,10	example [n] 18:13 52:10
58:10,23 59:3,10,23,25	denigrating [n] 47:3	dollars [n] 42:8 49:19	54:10 78:7	except [n] 45:22 82:9
60:14,16,22 61:6,11,13	Dennis [n] 63:19 64:10	done [n] 19:11 21:6	email [n] 36:11 52:22,25	exchanged [n] 28:6
61:20,24 62:3,25 63:10	department [n] 6:5	31:13 36:9 41:8 42:19,20	69:17 70:25 71:1,4 82:19	exclusive [n] 32:4
65:8,15 67:2,12,16 68:12	35:11 84:7	45:21 48:10 52:23 54:9	emailed [n] 33:20 70:24	excuse [n] 26:17,17
68:22 69:3,10,13 72:13	depending [n] 13:24	56:24 62:8,10,11 67:3	emails [n] 3:10 28:6	executive [n] 77:19
74:10,15,22 77:23 78:4	34:5 56:19	73:25	52:25 82:18 83:2,8	exhibit [n] 25:24 26:2
78:13,22 80:4 88:8,11	deposition [n] 1:17 4:18	door [n] 49:21 79:7,8	emergency [n] 33:7,12	36:14,18 50:4,6 51:22
89:1,6	6:12 89:14 90:8,14,18	doubt [n] 36:19	33:14,23 34:2,3,4,6 81:16	54:15 58:5,8,9 63:11 65:3
CTS's [n] 60:12 77:25	depositions [n] 73:23	down [n] 41:5 48:2 75:3	81:17 82:7,12	65:24 66:2,5,6 69:15
78:9 79:25	derived [n] 51:14	77:6,9,17 80:6 90:15	emphasize [n] 13:15	81:14 83:13,19 85:14
current [n] 8:8,20 23:22	describe [n] 7:10 11:16	dozen [n] 81:5	employed [n] 4:11 24:7	exhibitor [n] 17:10,10
23:24 36:19 50:16	11:20,20 12:19	drivers [n] 10:16,16	40:21	17:23 18:11,17 20:11,21
-D-	DESERT [n] 1:5	drop [n] 56:22	employee [n] 3:15 7:8	21:2
D [n] 1:17 3:1,4 4:2 90:9	designate [n] 68:23	dropped [n] 80:6	22:2 60:15 69:10 76:4	exhibitors [n] 20:9
D-a-v-i-s [n] 4:16	designated [n] 18:6	dues [n] 8:23	86:3,15,22,24 90:20	exhibitors' [n] 20:5,5
d/b/a [n] 1:5	designed [n] 48:20 68:5	duly [n] 4:3 90:12	employees [n] 10:23	exhibits [n] 3:8 17:14
damm [n] 32:15	detail [n] 66:25	during [n] 7:12,13,14	10:24 11:15 13:3,5,8,9,10	63:3
Darren [n] 34:13 71:1	determine [n] 24:18	25:14 79:23 89:2,4	13:13,17,20 14:3,5,9,9,25	exists [n] 67:16
data [n] 24:15	67:20	-E-	20:9 41:25 42:1,4 43:6	expedited [n] 53:25 54:4
date [n] 28:20 76:16	determined [n] 53:6	E [n] 2:2 3:1	46:21 48:13 49:8 51:20	87:2
dated [n] 3:19 58:12	69:3	EAC [n] 17:22 18:2 20:25	52:13 58:10 60:16 66:14	expeditors [n] 9:5 44:4
90:22	developed [n] 11:25	EACs [n] 17:21	67:2,12,13,24 68:7,9,12	44:9,15
dates [n] 50:21 54:23	12:20	earn [n] 87:17	68:14,16,18,22 69:5,7	experience [n] 31:18
75:13	devices [n] 12:1	easier [n] 12:23 32:13	77:24,25 78:9,22 79:4,10	59:2 77:24 78:11
David [n] 76:24	diff [n] 54:4	easy [n] 32:14	87:4 89:1,6,6	extent [n] 46:17
Davis [n] 1:17 3:4 4:2,10	difference [n] 23:1	ed [n] 7:6 40:3,6,9	employer [n] 67:25	eyes [n] 47:6
4:11 90:9	different [n] 7:9 9:4	Edlen [n] 20:15 74:7	74:25 86:15	-F-
Davis-Bacon [n] 49:6	11:18 29:12 30:25 33:22	educate [n] 35:4 72:25	employers [n] 13:8 47:2	F [n] 67:21 68:2
day-to-day [n] 39:8	38:12,13 41:19,19,20 52:6	84:22	48:25 74:22	facet [n] 56:3
days [n] 79:22	52:7 54:4 55:22,22 56:24	educated [n] 35:16 60:25	employment [n] 75:12	facilitate [n] 43:12
dealings [n] 84:6	58:21 59:1,2,24 60:19,19	education [n] 6:23	78:10	facility [n] 18:17 35:17
dealt [n] 84:3	65:3,6 79:17 81:25	educational [n] 6:25	end [n] 72:7 73:23	fact [n] 30:12 45:24 50:2
Dean [n] 4:10	direct [n] 51:20 52:4	EEOC [n] 4:23	ended [n] 73:6,14	37:3
death [n] 9:1	69:14 86:2,11,23 87:20	effective [n] 54:22	energy [n] 25:1	factors [n] 33:2
Decatur [n] 2:7	88:1 89:5	efficient [n] 12:2	enforcement [n] 84:12	factory [n] 12:14
December [n] 4:15 29:3	direction [n] 88:25	eight [n] 26:8	85:4	fairs [n] 5:16 9:23 13:19
40:23 41:3,4 57:12 76:4	directly [n] 86:25	either [n] 5:14 13:23 16:2	Engineer [n] 46:7	14:2 73:25
decide [n] 28:16 29:7,17	director [n] 24:6 76:8,10	22:1 56:22 61:4 65:13	Engineering [n] 7:16	fairs [n] 56:10
37:25 73:2	76:14,17	74:14	67:15 68:1,11	fall [n] 76:15
decided [n] 29:22,24 33:5	directors [n] 3:11 36:20	election [n] 8:9,10 24:1	Enns [n] 34:13	familiar [n] 9:20 17:21
61:20	discovery [n] 47:1	77:21	ensure [n] 84:20	20:13 28:7,9 30:12 39:15
decides [n] 12:17	discuss [n] 71:10 80:2	77:21	1:5	45:24 46:3,8,24 49:7
deciding [n] 88:22	discussed [n] 39:6	election [n] 6:6 23:25	entity [n] 35:5 48:7	far [n] 16:14
decision [n] 21:1,2,4	discussion [n] 65:1 80:3	77:3	equipment [n] 87:6	father [n] 12:10
29:20 31:16 32:24 37:25	81:16 85:13	elections [n] 76:12	88:16	faxed [n] 33:21
39:11 45:1,3,7,15 49:12	discussions [n] 61:5,11	electric [n] 24:25 25:12	especially [n] 67:4	February [n] 1:20 25:11
61:15 62:14 65:21 72:12	61:12,14 65:14	56:6 74:8,12	ESQ [n] 2:2,2,6	67:20 90:10
72:15	dispatch [n] 87:14	electrical [n] 1:10 4:12	Essentially [n] 16:23	federal [n] 25:10 51:18
Defendants [n] 1:13 2:6	dispatched [n] 87:4	9:15 11:4,4 12:3,13 14:10	established [n] 25:15	86:18
define [n] 34:3	distribution [n] 56:21	14:13,17 15:16 19:10	estimate [n] 5:16 15:6	

MARGIE L. CARLSON, CCR #287  
(702) 364-8733

Index Page 3

000041

feed - license  
DISPOSITION OF AL D. DAVIS

Multi-Page™

DESERT SUN V. IBEW 2-28-14  
CONDENSED & INDEXING

feed (n) 56:23	generally (n) 51:8	hired (n) 45:7 78:9,13	information (n) 49:2	July (n) 23:23,24 76:11
Fern (n) 88:10,12	generator (n) 56:8	hiring (n) 59:19	58:10 60:17 65:13 81:18	76:13
few (n) 55:13 75:6,7	GES (n) 3:14 16:11,24	history (n) 58:20	inquire (n) 49:10,13	June (n) 76:9,12 77:3,4,5
field (n) 7:12	20:2,8,9,15,24 21:1 43:24	hold (n) 75:1	inside (n) 9:4 42:11 46:4	jurisdiction (n) 9:8 35:8
figure (n) 13:11	43:25 53:18 54:19	Holmes (n) 7:15	50:15,16 54:5	41:7 84:12 85:4
file (n) 23:19	GES's (n) 53:19	honestly (n) 33:18 78:15	installed (n) 57:2	-K-
filed (n) 6:5 63:10 65:8	given (n) 43:14	hope (n) 62:16	installs (n) 9:9	keep (n) 44:18
65:18	giving (n) 52:19	Hornbeck (n) 73:6	instance (n) 72:21	Kids (n) 29:14 45:8 61:22
files (n) 39:13	glance (n) 28:9 65:13	hotel-casino (n) 21:10	instances (n) 80:6	88:15
financial (n) 5:23 8:6,22	glass (n) 50:10	hotel-casinos (n) 32:3	instead (n) 12:8	kind (n) 4:21,23 6:23 7:7
41:5 79:3	goes (n) 12:17 15:24 27:8	hotels (n) 19:4 46:1,4,4	instruction (n) 40:1	9:13 12:19 14:3,8 15:11
financially (n) 90:21	47:25 48:4 86:13	46:25 47:8	insurance (n) 86:19	35:3,5 43:20
finding (n) 59:4	good (n) 10:21 23:3 81:5	hour (n) 49:19 52:4 66:21	integrity (n) 35:2	Kist (n) 63:19 64:11
finds (n) 49:4	gotcha (n) 68:19	79:20 80:6 87:18 90:10	intend (n) 64:14	know (n) 30:1
finish (n) 72:4 77:20	governing (n) 22:21 23:9	hourly (n) 3:12 85:13	intent (n) 88:10,14	Knowing (n) 31:12
fire (n) 25:1	government (n) 30:13	hours (n) 19:12,14,16,17	interaction (n) 85:3	knowledge (n) 9:25
Firm (n) 2:6	30:15,18	42:22	interest (n) 69:12	19:17,19 31:20 59:5 64:4
first (n) 4:3 11:19 16:20	granting (n) 38:20	house (n) 11:18 58:19	interested (n) 90:21	64:17 77:23 86:17
21:14 26:14 28:9,24 29:2	great (n) 66:24	60:17 78:5	Interesting (n) 50:14	known (n) 28:19,23 29:4
41:9 45:3 62:21 63:13	GREGORY (n) 2:2	houses (n) 56:9 79:4,7,11	intermingling (n) 20:15	57:10,16
75:15 76:7 78:24	group (n) 41:25 42:1	Huh-uh (n) 60:8	international (n) 1:9	known (n) 35:14
five (n) 21:9 72:5 73:22	groups (n) 16:13	hundred (n) 12:9 23:16	1:10 4:12 8:25 39:18,23	-L-
five-year (n) 7:3,6	guess (n) 5:15 19:20 34:5	hundreds (n) 31:19	40:2 66:7 77:12,13,14	L (n) 1:24 2:2 90:6,25
fixtures (n) 12:5,13,15	42:23 63:3 65:10 81:5,6	-I-	interrupt (n) 5:13	labor (n) 3:16 6:5 11:11
flip (n) 54:19 65:3 81:14	guessing (n) 15:8 43:4	IBEW (n) 3:14 7:8 9:2	interviewed (n) 57:18	30:19 46:3 49:1,4 53:7
floor (n) 37:9 38:11 60:25	46:15	10:8 11:22 13:2 21:14,15	58:16	63:9,14 81:25 86:14,16
61:2,4 62:3,6 71:23	-H-	22:1 38:2 39:19 40:3 41:8	interviewing (n) 28:25	88:1
focus (n) 32:25	half (n) 15:9 65:4 81:12	41:15,24 43:6,16 45:22	31:19 49:16 58:19	landscape (n) 50:11
Follow (n) 75:6	81:12	52:15 53:17 62:22,24	interviews (n) 69:4	language (n) 34:9
follows (n) 4:5	hall (n) 29:21 59:19	63:10 64:1 66:8 68:18	investigation (n) 31:15	large (n) 43:15
force (n) 15:22 35:20	hallway (n) 29:20 31:16	75:12,16 76:1,2 83:22	involved (n) 23:13,13	Las (n) 1:19 2:4,8 8:12
83:25 84:2,3,16,20	45:4 71:8	88:22 89:6	23:15 40:16,17,20 47:14	9:9 18:22 19:3 32:10
forgotten (n) 24:4	Hampton (n) 25:4	IBEW-dispatched (n)	80:14,24 81:23 90:20	34:22 40:12 41:2 46:2
forth (n) 13:17	hand (n) 19:18	86:3	issue (n) 35:17 68:10	48:10 84:7,17 90:22
forward (n) 23:10	hand (n) 19:18	IBEW-represented (n)	issued (n) 81:11	last (n) 4:16 6:7 35:4 67:9
found (n) 10:3	handbilling (n) 35:1	14:25	issues (n) 35:12 83:17	81:4
four (n) 8:18 9:4 32:3	85:2	idea (n) 23:20 33:13 36:25	84:2	law (n) 1:18 2:6 5:6 30:13
79:22	handed (n) 85:13	39:9 45:23 64:22 68:22	item (n) 86:10	30:24 31:1 55:25 84:12
fourth (n) 1:19 2:3 9:10	handle (n) 40:1 88:16	71:10 72:18	items (n) 79:18 86:11	85:3
frame (n) 25:14	handlers (n) 44:17	identification (n) 26:3	itself (n) 50:24 54:20	lawyer (n) 6:11 63:19
freedom (n) 85:1	handling (n) 54:7 87:3	36:15 50:7 54:16 58:6	63:17 65:7	lead (n) 12:11 61:14
Freeman (n) 16:11,25	hard (n) 12:9 57:1	63:6 66:3	IUOB (n) 67:4	lease (n) 16:23 17:1
20:2 44:1,2 74:12	Harmer (n) 37:13 38:7,8	Ill (n) 67:6	-J-	least (n) 20:4 61:10 78:16
frequently (n) 79:5	38:17,23 61:3 87:20	implied (n) 62:2	J.J. (n) 39:16,17 40:2 66:7	79:17
Friday (n) 1:20	head (n) 4:25 47:12,23	important (n) 67:20	66:9	left (n) 7:16 8:18 25:11
fringe (n) 13:22	51:12 69:8	include (n) 49:25	Jake (n) 69:24,25	86:6,9
front (n) 69:19 81:17	health (n) 85:20,21	includes (n) 9:5 34:25	James (n) 37:13,17 87:20	less (n) 13:5,7 15:9 42:25
full (n) 4:9	heard (n) 17:23 50:11	43:23 46:10 58:17	Jeez (n) 81:4	46:23 47:5 48:13 57:9
Full-time (n) 76:4	56:11 57:8	indicated (n) 67:25	job (n) 12:1,23 24:4 32:13	74:22 79:5 81:10
fund (n) 85:25,25 86:13	help (n) 16:1 32:12 50:12	indicating (n) 15:25	32:14 56:9 77:11 78:2	letter (n) 3:18,19 28:6
funds (n) 9:1	68:6	25:10 63:11 69:20	jobs (n) 7:9,24	28:12,13,17 29:10 33:11
future (n) 33:5 61:21	helpers (n) 43:8,9	35:22	Jones (n) 76:24,25 77:6	33:13,16 37:4,6,10 60:22
64:15	helpful (n) 5:11	individual (n) 20:5	77:17	61:3 63:17,18,18,20 64:6
-G-	helps (n) 74:19	industries (n) 41:14	journeyman (n) 7:20	64:10,18 65:4 66:6 67:9
Gary (n) 64:21,24 76:21	Henderson (n) 35:10	60:19	42:15,17 51:24 55:21	68:5,21,21 83:1,2,25 87:22
Gary's (n) 64:23	hereby (n) 90:6	industry (n) 10:24	journemen (n) 42:24	88:4,7,19
general (n) 16:11 19:21	high (n) 7:2,12	12:21,21 13:16 14:4,11	87:16	Letters (n) 3:10,17
34:25 61:21,25 75:2	Hill (n) 40:3	15:23 17:4 19:3 21:7,21	Julia (n) 70:12	level (n) 6:25
	hire (n) 16:24 18:2 20:3,9	29:16 31:12 43:11 45:18	Julie (n) 70:10	liability (n) 86:19
	20:11	59:7		license (n) 44:21,25
		inform (n) 35:7 84:11		

Index Page 4

MARGIE L. CARLSON, CCR #287  
(702) 364-8733

000042



DESERT SUN V. IBEW 2-28-14  
CONDENSED & INDEXING

Multi-Page™

licensed - paragraph  
DEPOSITION OF AL D. DAVIS

licensed [2] 17:19 43:22	man [3] 7:20 42:16,22	54:5 87:16	2:48 7:25 9:19 10:25	occurred [1] 82:9
licenses [4] 11:5 31:25	man-hours [6] 14:20,20	men's [2] 50:15,16	11:5 22:7,8,9 31:7 42:13	October [13] 25:18 37:10
44:16,18	14:22 32:9 46:13 48:12	mention [1] 74:6	48:22 49:1 60:20 62:20	37:23 45:3 58:12 61:9
lie [1] 5:10	management [7] 12:18	mentioned [4] 49:23	78:8 80:13 82:2 85:12	65:22 73:7,8,10 74:6
life [2] 8:11 66:23	19:24 21:5 25:1 38:18	80:14 83:15,23 85:15	86:19 90:3,22	76:16 77:2
light [2] 12:5,15	86:14,16	87:13	never [3] 17:3 20:14	off [6] 4:25 47:12,23 65:1
lighting [1] 87:8	management's [1] 21:3	met [1] 37:17	60:12 68:12 72:22	69:8 74:1
LIMITED [1] 1:5	manager [22] 5:23 8:5	Metro [3] 35:7 84:17,20	new [1] 13:14	office [1] 82:23
limited-liability [1]	16:3,9,10 18:16 41:4	Metropolitan [1] 84:7	next [6] 30:2 50:4 63:3	officer [2] 5:24 8:3
1:6	45:21 69:12 76:21,23,23	might [4] 6:10 16:1 19:18	63:16,18 71:14	offices [2] 1:18 19:24
line [10] 23:10 25:15,20	77:1,18,20 79:2,9,24 81:2	59:3	nice [1] 66:23	official [3] 16:18 19:23
25:21 29:7,8 32:21 33:2	88:21 89:2,5	mine [6] 35:15,25 82:20	Nicoson [2] 70:11,12	43:23
61:6 86:10	managers [1] 82:24	83:21,22 85:5	night [3] 7:14 8:7 71:12	often [1] 79:14
lines [3] 23:12 24:8 32:24	mandatory [2] 23:5,8	minutes [3] 72:2,5 73:22	Ninth [1] 77:11	Ohm's [1] 55:25
45:17 47:14	manpower [1] 32:25	mistaken [1] 47:22	Nixon [2] 70:11,12	old [2] 8:17 12:7
linking [1] 12:2	manufactures [1] 9:9	modified [1] 86:20	NLRB [3] 3:18 63:17	once [2] 16:18 79:17
Lionel [2] 1:18 2:3	March [1] 90:23	moment [1] 33:1	65:5	one [45] 5:5 12:2 13:20
list [9] 27:13 58:24 69:22	Margie [1] 1:24 90:6,25	Monday [10] 33:10 34:1	nodes [1] 51:12	13:23 17:10 23:2,6,7
70:4,9,18,20,24 83:2	mark [3] 25:23 54:13	34:4,7,8,21 81:21,22 82:13	non-union [3] 15:19,22	26:14 28:10 29:13 33:9
lists [1] 70:22	65:23	82:14	31:22,25 59:23	39:18 43:25 44:2 45:22
lived [1] 8:11	marked [4] 3:8 26:2	Mondays [2] 81:19	None [1] 83:9	45:22 47:7,12,22 48:23
living [3] 8:14 25:7 78:7	36:14,17 50:3,6 54:15	82:10	nonelectrical [1] 9:16	49:3 52:10 53:9 54:2
load [1] 55:25	58:2,5,8 63:3,5 66:2,6	money [1] 19:12	nonunion [2] 21:21,23	55:23 56:8,15 57:24 58:9
local [27] 1:10,11 4:13	market [1] 48:4	month [1] 79:17	nor [2] 64:13 90:20	58:11 59:3,7 61:8 64:22
5:22 9:2,21,23 10:15,20	material [5] 9:5 44:17	months [2] 25:10 28:24	normal [1] 39:7	65:17 66:15 70:10 71:21
29:20 40:11 41:7,24,25	54:7 87:2,3	76:8	normally [3] 16:2 20:3	77:22 78:14,15,19 83:23
42:23 46:13 55:17 63:19	Matter [1] 57:3	moot [1] 63:24	54:9	84:4
64:13 65:8 67:11,12 69:9	Max [3] 29:13 36:5 45:9	morning [3] 33:10 34:5	Nos [1] 63:5	oncs [1] 4:24
75:16 85:8 87:2 88:23	49:14 62:7,12 70:23 71:8	34:7,8 71:5 74:6	noted [1] 67:14	onto [1] 17:6
log [1] 58:23	73:6,14,19 74:5 87:24	most [6] 8:1 12:7 24:14	notes [2] 90:13,15	open [3] 56:9 58:19 60:17
look [19] 16:1 24:14 28:7	Max's [1] 70:25	24:15 42:18 67:11	nothing [1] 4:4 6:20,21	78:4 79:4,7,11
28:8,9,10 33:13,19 34:12	may [17] 17:19,19 25:2	mostly [3] 19:3,4,5	33:14 52:12 68:13 83:7	operating [6] 9:20 45:25
47:11 51:25 59:18 65:12	33:21 39:5,6 47:22,22	moved [2] 56:17,18	notice [2] 58:12 83:16	46:7 67:15 68:1,11
67:8 70:2,7,8,23 82:16	56:13 59:1 74:19 75:17	MS [2] 26:19 89:10	notifications [2] 70:19	operation [1] 39:8
looked [1] 44:24	76:9 79:20,21 84:1,11	multiple [3] 7:21,21	70:21	opinion [1] 57:7
looking [3] 36:10,17	mean [2] 6:25 19:5,9	52:11 78:1 84:4	notified [5] 35:11,12	option [2] 33:4 67:11
51:22 52:21 54:12,17	30:23,23 33:21 40:19	unat [1] 30:17	72:17,20,23	order [4] 26:18 63:3 67:2
looks [8] 33:20 68:25	48:24 52:5 56:14,15,22		notify [4] 35:18 72:9,13	70:7
69:20 70:4,10,25 86:16	56:24 59:14 64:1 68:17		72:25	ordered [1] 85:7
86:18	69:1 75:23 77:14 85:2		now [17] 7:4 12:6,7,13	organization [3] 3:16
lots [1] 18:21	86:9		15:23 23:6 28:16 29:18	51:7 88:2
love [1] 32:12	means [3] 17:22 19:5	N [1] 3:1	30:5 32:6 35:7 55:8 57:1	organizations [1] 82:1
lowered [1] 80:4	66:17	name [7] 4:9,16 30:16	63:8 79:2,9 84:10	organize [14] 41:6,14
ludicrous [1] 23:11	meant [2] 46:7 75:24	64:23 69:7 78:16,19	number [19] 19:13,15	42:1,4 62:20 66:16 67:2
lunch [1] 72:9	mechanism [1] 59:12	Narver [1] 7:15	30:6 42:7 43:11 45:23	67:12 68:7,8,15,17 89:1,6
LVCVA [5] 3:11 83:11	Medicare [1] 86:18	NATHAN [1] 2:6	46:12 51:14,15,17,18 52:3	organized [2] 42:5 66:14
83:24 84:15 88:8	meet [2] 79:14 81:21	national [6] 11:11 39:21	53:8,10,14,20,21,23 65:6	Organizer [1] 76:7
	meeting [5] 29:15 66:17	51:6,10 85:25 86:16	numbers [4] 26:11,11	organizing [7] 24:6
	79:16 81:19 82:9	nationwide [1] 39:22	50:20 51:19	66:16 76:8,10,14,18,19
	meetings [4] 79:17,25	near [1] 64:15	numerical [1] 26:18	ought [2] 39:3 64:23
	81:24 82:3	NEBP [2] 86:10,21	nurs [1] 12:12	owner [1] 20:23
	member [8] 10:5 22:4	NECA [5] 51:7 52:10		
	23:20 71:17 75:15,19	53:12 86:12,13		
	83:21,21	need [1] 13:11 22:14		
	members [21] 9:1 11:15	29:17,19 55:7 66:22 72:3		
	13:24 19:31 35:15,23,24	72:9 79:18		
	35:25 36:1,2,4,19 68:18	negative [1] 60:8		
	73:4 80:9 83:11,15,17,22	negotiate [1] 75:3		
	83:24 84:4	negotiating [1] 49:17		
	members' [1] 8:24	negotiation [1] 74:24		
	membership [4] 52:11	negotiations [2] 46:25		
	75:12 78:6 86:12	79:19		
	memorized [1] 76:16	Nevada [27] 1:2,6,11,19		
	men [6] 9:5 42:17,20,24			

MARGIE L. CARLSON, CCR #287  
(702) 364-8733

Index Page 5

000043

pardon - see  
DEPOSITION OF AL D. DAVIS

Multi-Page™

DESERT SUN V. IBEW 2-28-14  
CONDENSED & INDEXING

pardon (u) 82:17	54:14 58:4 63:4 66:1	properties (u) 18:6,9	regarding (u) 77:23	right (u) 4:25 8:9 10:8
part (u) 23:8 47:25 85:13	Plan (u) 85:22,23	property (u) 18:13 56:20	79:25 83:16 85:11 87:1	12:6 15:20 16:6,20 17:7
participated (u) 24:9,9	play (u) 12:5,14 37:22	purports (u) 54:17	registered (u) 55:20	17:12 21:18 22:20 23:6
participation (u) 75:12	50:13	purpose (u) 88:3,18	regular (u) 82:4	27:11 29:18 30:5 32:6
particular (u) 39:9 49:9	plug (u) 12:5,14,15,16	pursuant (u) 53:6	relate (u) 25:23	34:2 35:7 40:16 43:1,3
party (u) 90:17,20	87:6	put (u) 16:3,5,8 17:6,14	Relations (u) 11:12	48:1 51:8,25 55:8 56:17
past (u) 35:13 74:19 78:4	plug-in (u) 12:8	17:15,19 18:2,18 20:9,12	relationship (u) 17:3	57:1 60:5 62:14 70:1,15
84:2	point (u) 6:2 19:20 40:25	22:20 23:5,9,10 29:7,8	relative (u) 90:19	71:8 76:11
Paul (u) 20:25	66:13 72:19	32:21,24 33:12 34:20	rely (u) 79:10	rights (u) 85:1
pay (u) 3:15 28:18,23	pointed (u) 65:17	36:11 51:1 53:23	remember (u) 4:22 33:18	King (u) 2:6 3:6 6:18,21
31:22 46:22 69:4	police (u) 35:11,13 84:7	puts (u) 19:24	47:13 52:19 58:22 78:16	27:6 52:16,21 69:8 72:6
paying (u) 29:25 30:1	portable (u) 56:6,8,15	putting (u) 11:20 15:24	conditions (u) 28:5	75:6,10 89:8
45:14 48:7 57:9 74:22,23	57:6	19:22 33:2 35:3,6 61:6	rent (u) 16:19	role (u) 37:22
payroll (u) 76:1,3	portion (u) 85:10		rents (u) 17:11 18:1	Ross (u) 83:21
pays (u) 49:8	position (u) 5:21 6:1 8:9	-Q-	repeat (u) 20:7 27:12	rule (u) 23:8
penalties (u) 5:8	8:9,20 23:22,24 46:16	questioning (u) 85:11	report (u) 73:21	rules (u) 42:3
pension (u) 8:25 85:22	76:6 77:7,10,18	questions (u) 47:1 55:13	reported (u) 1:24 48:18	ruling (u) 11:12
85:23	possession (u) 59:10	75:7 77:23 80:11 87:1	90:8	run (u) 87:4
people (u) 28:25 29:15	possibility (u) 84:23	89:13	REPORTER'S (u) 90:1	running (u) 7:21 24:25
31:19,20 36:23 44:17	88:4	quick (u) 72:3	reporting (u) 73:19	58:24
49:16 58:19 59:24 73:1	possible (u) 40:7	quite (u) 84:18	represent (u) 9:4 10:22	rush (u) 72:8
79:6,8 87:17	power (u) 56:6 87:10		10:24,25 68:11 86:8	-S-
per (u) 49:6 52:4,25	powered (u) 56:9	-R-	representation (u)	safety (u) 73:3
percent (u) 13:6,7 43:5	practiced (u) 63:9,14 83:4	R (u) 2:6 76:24	50:16 68:14	sailing (u) 69:10
percentage (u) 13:2,5	84:10,14 85:5	raid (u) 41:16	representational (u)	Sam (u) 73:5,9,11,11
15:6 19:8 42:19,21 43:2	pre-hire (u) 67:21	raiding (u) 41:24	69:12	sanction (u) 3:10 22:15
perform (u) 20:4 32:10	preparation (u) 6:12	raise (u) 68:9	representative (u)	22:19,24 23:5,10,18 24:19
45:7	prepared (u) 51:4	raising (u) 78:7	68:23 87:21	25:19 29:17,19,22,24
performed (u) 46:13	preparing (u) 79:21	range (u) 24:11 47:17	represented (u) 11:15	31:17 32:17 33:3,9,15,24
63:23	prescribe (u) 66:18	80:5	13:3 14:5,10 21:15 22:1	36:24 37:2,23 38:20 39:12
performing (u) 87:14	prescribed (u) 31:3	rank (u) 23:19	42:2 68:1	45:2,12,16 49:11 60:21
perjury (u) 5:9	43:12	rarely (u) 20:16,18	represents (u) 9:7	61:16,20 62:1,11,12,15
permission (u) 17:5	presence (u) 15:22	rate (u) 42:10,11,11,12	request (u) 33:11 38:20	70:18,21 71:20 72:14,24
person (u) 42:14 72:23	present (u) 93:9 80:16	51:24 85:11,15,15 87:18	52:15 70:24 81:7 82:13	80:12 81:7,11,18 82:13
88:22 90:21	80:19,20	rates (u) 49:2	83:11 88:4	83:5,11 84:25 87:21 88:7
personal (u) 59:5	president (u) 39:19 40:3	rather (u) 68:23	requested (u) 25:18 33:4	sanctioned (u) 24:13
personally (u) 47:9	66:7	ratio (u) 43:15	35:25 80:12 81:3 83:1,16	sanctions (u) 32:23
78:21 79:3	pretty (u) 10:21 35:21	read (u) 50:20,20 51:23	90:17	34:20 38:16 45:18 81:3
pertain (u) 56:1	49:18,20 56:21 61:10 69:1	64:1 66:25 67:7 68:25	requesting (u) 33:14	82:25
phone (u) 38:1,23 72:3	prevailing (u) 30:7,8	90:18	37:5	SASCO (u) 25:9
73:10,19	30:13,17 42:7 44:12 48:17	reason (u) 5:18 36:18	requests (u) 35:15 52:25	sat (u) 41:5
phrase (u) 17:23	48:21 49:5 51:17,18 52:7	38:22 47:8 84:19 87:24	requirement (u) 44:19	saw (u) 32:20
picket (u) 22:14,18	52:12 53:5,6 57:9 69:4	reasons (u) 38:25 39:10	requires (u) 18:17	Sawyer (u) 1:18 2:3
23:10,12 24:8 25:15,20	85:11,16	83:24	requisite (u) 58:20	says (u) 30:24 31:1 33:23
25:21 29:7,8 32:21,24	prevent (u) 88:8,10	receive (u) 36:25	resolved (u) 65:11	34:16 63:22 64:13 69:25
33:2 45:17 47:14,15 61:6	primarily (u) 9:2,24,25	received (u) 36:23 37:1	Resources (u) 59:18	scale (u) 43:18 44:6,11
61:15 62:24 64:2,3,14	10:10,15,17 37:19	37:3,4 86:3	respect (u) 39:12 46:9	44:12,12 54:25
81:8,11 84:11,17,21 88:4	priority (u) 33:1	receiving (u) 82:25	56:12 63:8	scheduled (u) 16:2
88:5,19	process (u) 48:18,19	recent (u) 11:25 58:11	response (u) 17:13 29:5	scholarship (u) 40:18
picketed (u) 47:7	58:18,25 59:8 60:17	recently (u) 63:21	49:24 58:13 60:8 63:25	school (u) 7:2,12 35:12
picketing (u) 64:5 84:1	processes (u) 49:3	recess (u) 55:10 74:2	65:16 69:6 71:6	searchable (u) 59:12
88:19	produced (u) 52:14,24	89:11	responsibilities (u)	searching (u) 59:4
pickets (u) 71:11 80:15	57:24 58:1	recognition (u) 88:19	8:21,23	second (u) 9:6 34:9 75:18
80:17,23	production (u) 6:18,19	recognize (u) 66:10	responsible (u) 87:14	secretary (u) 5:23 8:6,22
Pitts (u) 64:24 76:21	program (u) 7:6 55:17	82:18	87:16 88:22	41:5 79:3
place (u) 12:2 16:19	55:20	recollect (u) 73:11,17	rest (u) 21:25 25:13	Section (u) 67:21 68:2
18:10 61:23	prohibit (u) 41:24	record (u) 26:21 55:13	result (u) 84:6	security (u) 35:9,20
places (u) 9:19 32:7	project (u) 29:14 30:16	65:1,2 73:10 74:1,4 83:18	results (u) 6:6	83:25 84:2,3,16,19 86:17
42:18,18 53:9 58:21	30:18,19 38:11	records (u) 8:24	review (u) 6:14 39:13	see (u) 4:22 6:16 7:14
Plaintiff (u) 1:7 2:2	projects (u) 7:22 30:14	referring (u) 44:18 83:19	78:18,18	20:14,16,18 24:23 26:12
Plaintiff's (u) 3:9	30:15		reviewed (u) 6:19	26:23 32:12,12 34:19
25:24 26:1 36:13,18 50:5	promise (u) 62:24 63:1			56:14 60:10 64:7 65:7

Index Page 6

MARGIE L. CARLSON, CCR #287  
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000044

DESERT SUN V. IBEW 2-28-14  
CONDENSED & INDEXING

Multi-Page™

DEPOSITION OF AL D. DAVIS  
seek - unit

66:9 69:21 70:4,6 72:4 seek [a] 29:22 31:16 39:11 45:2 61:20 67:13 seeking [a] 37:23 72:13 seem [a] 62:7 selected [a] 20:22 send [a] 20:25 28:16 33:16 34:22 35:22 49:1 sending [a] 70:18,21 71:11 sense [a] 36:22 46:12 56:15 sensitive [a] 34:17,18 34:21 sent [a] 60:22 69:10 70:23 71:4,19 83:24 separate [a] 70:22 served [a] 77:1 service [a] 12:3 services [a] 1:6 14:15 16:11,18,24 19:21,23 20:17 43:24 59:17 63:24 64:15 serving [a] 76:14,17 79:23 set [a] 87:8 settled [a] 6:7 seven [a] 26:8 38:1,23 39:9 several [a] 80:11 82:18 shame [a] 32:15 share [a] 48:4 sheet [a] 3:12,15 86:7 short [a] 25:2 show [a] 3:13 15:24,24 16:2,3,5,8,9,10 17:6,16 19:22,24 20:9,20 21:3,4 37:9 38:11,18,19 43:16 43:21 44:20 45:8,8,10 53:15,16,17 54:18 57:21 58:20 60:25 61:1,4,22 62:3,6,8 87:21 showed [a] 38:17 Showing [a] 58:8 66:5 shows [a] 17:9 18:8 19:10 19:10,15 32:4,10 41:2 sign [a] 9:8 67:3 90:18 signature [a] 28:14 66:9 66:10 signed [a] 28:13 66:7 67:19 signs [a] 9:9 similar [a] 5:5 70:8 78:19 83:2 similarities [a] 70:6 sit [a] 35:16 74:24 78:18 site [a] 9:19 10:25 17:6 78:2 sites [a] 13:14 78:2,3 sitting [a] 75:3 situations [a] 12:8 six [a] 25:10 28:24 76:8	small [a] 13:22 43:11,11 Smith [a] 2:2 3:5 4:8 6:20,22 20:25 25:22 26:5 26:7,20 27:2,9 34:9,11 36:16 50:3,8 52:18 53:3 54:12,17 55:7,12,16 58:2 58:7 60:11 63:2,7 65:2,23 66:4 71:25 72:1,4,11 73:25 74:4 75:4 89:9,13 Social [a] 86:16 solar [a] 56:8 solely [a] 13:3 someone [a] 59:1 72:9 79:20 Sometimes [a] 73:22 somewhere [a] 16:5 24:11 40:9 47:16 55:3 74:19 Sony [a] 18:1 sorry [a] 8:10 41:22 46:5 59:17 61:2 72:10 sought [a] 45:18 sound [a] 9:10 sources [a] 56:18,19 58:9 58:22 South [a] 1:19 2:3,7 southern [a] 1:11 7:2,5 22:7,8,9 31:7 42:12 60:19 62:20 78:8 80:12 82:2 space [a] 16:20,23 17:1 speak [a] 77:25 79:3,6,10 79:20,21 speaking [a] 5:13 speaks [a] 68:21 79:12 special [a] 79:17 specific [a] 61:22 75:2 76:12 specifically [a] 14:23 55:18,19 56:12 85:12,19 specify [a] 61:23,25 speculating [a] 36:7 speech [a] 85:1 spelled [a] 4:16 spent [a] 81:13 85:10 splice [a] 12:11,11 spot [a] 56:20 57:2 ss [a] 90:3 staff [a] 28:25 29:2 41:3 58:18 61:13 79:10,15,16 79:25 80:8,21 stagehands [a] 71:16,22 stamp [a] 52:21 64:10 stamped [a] 12:11 26:11 34:12 51:23 54:19 63:17 63:18 83:12 stamping [a] 52:23 standard [a] 30:4,5 34:19 48:14 70:17 78:7 83:16 84:14 85:5 88:4 standards [a] 25:21 28:18,24 29:15,25 30:2 45:14,17 46:18 47:4,6,19 47:21,24 48:1 61:11,12	61:24 62:14 66:18 68:10 68:10,13 72:23 75:1 84:11 84:23,24 88:18 standing [a] 39:7 start [a] 8:14 27:14 started [a] 12:10 16:6 21:14 23:22,24 78:15 state [a] 4:9 11:5 43:13 49:1 85:12 90:3 STATES [a] 1:1 statute [a] 48:21 53:5,6 stay [a] 13:20 steam [a] 7:13 stenotypy [a] 90:13,15 step [a] 30:2 77:6,9,17 stepped [a] 77:17 Steve [a] 83:21 still [a] 41:10,11,12,12 37:2 67:16 75:19 83:21 stop [a] 76:14,17,19 88:15 88:15 stopped [a] 76:19 Street [a] 1:19 2:3 strike [a] 3:10 22:14,18 22:20 23:9 29:17,19 32:17 32:23 33:3,8,15,23 36:24 37:2 38:15 39:12 45:2,11 45:16 49:11 60:21 61:15 61:25 62:11,12 70:18,21 71:20 72:14 80:12 81:2,7 81:1,17 82:13,25 83:5 83:11 84:25 87:21 88:7 strikes [a] 23:12 24:8 80:23,23 structure [a] 15:24 50:17 stuff [a] 12:14 53:1 subject [a] 6:1 11:12 submitted [a] 58:21 such [a] 24:18 39:1 53:18 sudden [a] 29:6 Suite [a] 1:19 2:4,7 summarize [a] 67:1 SUN [a] 1:5 supply [a] 59:21 87:10 surveys [a] 31:13 sworn [a] 4:3 90:12 system [a] 48:18,19,20 48:20,24	59:16 63:24 64:14 Tedder [a] 25:4 telephone [a] 73:5 telling [a] 6:10 55:3 temp [a] 59:13,14 80:7 temporary [a] 59:19,19 78:10,12 ten [a] 13:6,7 31:18 49:16 72:2,6 ten-hour [a] 55:24 tend [a] 13:20 tenure [a] 69:11 term [a] 19:9 33:25 56:5 76:25 77:4,4,20 89:2,4 terms [a] 11:17 12:2 19:22 48:7 52:15 75:2 Test [a] 9:19 10:25 testified [a] 4:5 testify [a] 4:3 90:12 testimony [a] 5:19 thank [a] 6:9,22 Thanksgiving [a] 8:15 theme [a] 75:2 themselves [a] 38:24 thereafter [a] 90:13 therefore [a] 63:24 they've [a] 57:22 third [a] 9:8 65:6 thought [a] 10:17 21:3,4 24:1 35:18 44:22 58:1 59:17 thousands [a] 39:7 57:18 58:16 60:18 threats [a] 47:15 three [a] 7:3 32:3 78:17 79:22 81:4 through [a] 25:8 27:13 60:17 78:10,13 throughout [a] 9:7 16:4 48:25 times [a] 25:3 79:7 title [a] 76:20 today [a] 5:19 today's [a] 6:12 together [a] 11:21 17:15 23:5 32:16 51:1 Tom [a] 83:20 too [a] 43:24 49:25 55:9 55:14 took [a] 40:6,9 61:3 77:13 tool [a] 62:18 toolbox [a] 62:18 tools [a] 66:23 top [a] 4:25 47:12,23 54:22 59:18 65:4 69:8 total [a] 21:24 49:17,20 trade [a] 3:13 15:24 16:3 19:10 32:10 41:2 43:16 43:21 44:20 53:15,16,17 54:18 trades [a] 1:12 10:6 22:5	22:6,10 23:18 24:13 25:19 29:23 33:10,12,17 34:1 34:13 70:14 71:17 80:13 81:19,21 82:2,4,8 83:5 training [a] 43:12 55:17 55:21,21,22,24 85:24 transcribed [a] 90:13 transcript [a] 90:18 transcription [a] 90:15 TriPower [a] 24:24,25 Tropicana [a] 18:15,16 35:7 true [a] 18:3,22 24:3 73:18 90:14 trusses [a] 39:6,7 trust [a] 36:21 truth [a] 4:4,4,4 90:12 truthful [a] 5:19 try [a] 5:14 35:13 41:25 42:4 66:13 trying [a] 4:22 23:6 68:8 68:9 turned [a] 75:18 two [a] 4:24 8:18,19 20:19 21:24 33:8 49:18 58:1,22,22 59:6 63:2 64:9 65:18 66:15 73:22 78:17 81:5 Two-thirds [a] 42:23 type [a] 12:13 types [a] 41:19 55:23 typical [a] 49:20 typically [a] 16:8
--	--	--	---	---

-U-

U.S [a] 6:5  
unclear [a] 67:14  
under [a] 21:24 44:9,15  
46:21,22 51:21 69:11  
75:24 84:25  
understand [a] 6:3 14:5  
17:12 22:13 40:13 64:21  
66:19 84:18  
understood [a] 40:24  
61:18  
unemployment [a]  
86:18,19,25  
unfair [a] 63:8,13  
union [a] 1:10 5:24 8:4  
8:21 9:3,24 10:11 11:16  
22:20 23:14,15 24:4,7,9  
29:21 38:12 39:22 40:16  
40:17,20,21 51:1 59:23  
59:25 75:23 80:22 82:21  
82:22 89:1  
union's [a] 80:22  
unionize [a] 88:23,23  
unionized [a] 17:20  
unions [a] 37:24 38:13  
38:15 41:16 82:13,22,24  
83:1  
unit [a] 9:6,6,8,8,10,10,11  
9:12

MARGIE L. CARLSON, CCR #287  
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Index Page 7

000045



UNITED - yup  
DEPOSITION OF AL D. DAVIS

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DESERT SUN V. IBBW 2-28-14  
CONDENSED & INDEXING

UNITED (1) 1:1	42:15,17,20,24 50:15,16		
units (2) 9:4 56:16	54:5 87:16		
unless (4) 40:18 67:6,24	wired (1) 12:9		
86:24	wiring (2) 42:11 87:4		
UNLV (2) 7:3 40:19	within (4) 17:14 28:24		
up (20) 22:20 23:10 29:7,8	49:17 83:12		
32:21,24 33:2 35:6,17	without (3) 6:10 22:18		
51:19 59:8 61:6 62:9 73:7	73:22		
73:14,23 75:1,7,7 87:8	witness (16) 3:3 26:4,6		
uphold (1) 48:19	34:10 51:12 52:1,19 53:1		
upkept (1) 8:24	55:9,15 60:9 72:1,8 90:9		
Urban (1) 2:6	90:11,17		
used (7) 18:7,8 24:18	won (2) 77:3,3		
56:11 81:17 82:12 83:20	word (3) 56:11 81:17		
uscs (1) 34:1	82:12		
usually (3) 9:17 56:7,7	worded (1) 46:20		
-V-	words (3) 20:8,24 41:25		
vague (2) 14:8 41:20	worked (18) 4:14 7:11,13		
valley (4) 31:20 48:5	7:19,21 8:19 14:21 17:3		
57:19 58:17	21:8,20 28:25 48:12 58:24		
various (3) 3:18 46:1	59:1,7 64:18 78:3,22		
69:5	workers (17) 1:10 4:13		
vectors (1) 55:25	9:7 10:25 39:24 41:7 47:1		
Vegas (16) 1:19 2:4,8	57:19 58:16,17 59:22,22		
8:12 9:9 18:22 19:3 32:10	60:18 77:15 78:3,5 86:18		
34:22 40:12 41:2 46:2	works (4) 12:18 17:3		
48:10 84:7,17 90:22	58:23 70:14		
Venetian (2) 24:23,25	world (1) 12:5		
versus (1) 13:4	write (1) 29:10		
viable (1) 67:11	written (1) 53:20		
visits (1) 78:2	wrong (1) 61:19		
vs (1) 1:8	wrote (4) 28:6,12 37:6		
-W-	68:4		
wage (28) 30:7,8,13 42:7	-X-		
42:18 43:6,18 44:6,12	X (1) 3:1		
48:17,21 49:2,5,20 50:17	-Y-		
50:19,21,22 51:17,19 52:8	year (3) 6:7 7:17 8:10		
52:12 53:5 54:25 80:3	14:1 51:2 65:4,6 75:18		
85:11,16,18	years (12) 7:3 8:1,18,19		
wages (9) 30:17 53:6	11:25 12:7,10 21:24 31:18		
54:23 57:9 69:4 77:23	47:25 48:1 49:16		
79:25 85:20 86:2	yet (1) 68:15		
walk (3) 56:22 79:6,8	yourself (1) 21:7		
walked (1) 80:25	yup (3) 11:24 27:15 28:11		
wants (2) 16:8 22:21	50:11 69:21		
warehousemen (1)			
10:18			
warehouses (1) 54:7			
ways (5) 13:10 19:6 33:8			
33:22 78:1			
week (5) 11:21 25:3 34:19			
35:11 81:4			
weekend (1) 8:16			
weekly (2) 78:4 79:16			
welcome (1) 78:5			
welfare (2) 83:21,22			
whole (2) 4:4 39:21			
wipe (1) 12:12			
wire (1) 7:20 9:5 12:12			

Index Page 8

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000046

# Exhibit 1-B



nevada

Office of the Labor Commissioner



## 2014 PREVAILING WAGE RATES CLARK COUNTY

DATE OF DETERMINATION: October 1, 2013

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED  
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014\*

\*Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

AIR BALANCE TECHNICIAN  
ALARM INSTALLER  
BOILERMAKER  
BRICKLAYER  
CARPENTER  
CEMENT MASON  
ELECTRICIAN-COMMUNICATION TECH.  
ELECTRICIAN-LINE  
ELECTRICIAN-NEON SIGN  
ELECTRICIAN-WIREMAN  
ELEVATOR CONSTRUCTOR  
FENCE ERECTOR  
FLAGPERSON  
FLOOR COVERER  
GLAZIER  
HIGHWAY STRIPER  
HOD CARRIER-BRICK MASON  
HOD CARRIER-PLASTERER TENDER  
IRON WORKER

2013-2014 Prevailing Wage Rates - Clark County

LABORER  
MECHANICAL INSULATOR  
MILLWRIGHT  
OPERATING ENGINEER  
OPERATING ENG. STEEL FABRICATOR/ERECTOR  
OPERATING ENGINEER-PILEDRIVER  
PAINTER  
PILEDRIVER (NON-EQUIPMENT)  
PLASTERER  
PLUMBER/PIPEFITTER  
REFRIGERATION  
ROOFER (Does not include sheet metal roofs)  
SHEET METAL WORKER  
SPRINKLER FITTER  
SURVEYOR (NON-LICENSED)  
TAPER  
TILE/TERRAZZO WORKER/MARBLE MASON  
TRAFFIC BARRIER ERECTOR  
TRUCK DRIVER  
WELL DRILLER  
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)  
SOIL TESTER (CERTIFIED)  
SOILS AND MATERIALS TESTER

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL  
APPLICABLE FRINGES

NRS 338.010(21) "Wages" means:

(a) The basic hourly rate of pay; and

(b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

2013-2014 Prevailing Wage Rates -- Clark County

**CRAFT****RATE****AIR BALANCE TECHNICIAN****ADD SHEET METAL ZONE RATE**

Air Balance Technician-Journeyman

63.52

Air Balance Technician-Foreman

67.78

Air Balance Technician-General Foreman

72.04

**ALARM INSTALLER**

Alarm Installer-Journeyman

57.90

**BOILERMAKER**

Boilermaker

68.94

**BRICKLAYER****ADD ZONE RATE**

Bricklayer-Journeyman

46.13

**CARPENTER****ADD ZONE RATE**

Carpenter-Journeyman

52.26

Carpenter-Welder

53.26

Carpenter-Foreman

55.47

Carpenter-General Foreman

58.97

**CEMENT MASON****ADD ZONE RATE**

Cement Mason-Journeyman

47.53

Cement Mason-Foreman

50.95

Cement Mason-General Foreman

52.66

**ELECTRICIAN- COMMUNICATION  
TECHNICIAN****ADD ZONE RATE**

Installer/Technician

41.47

Senior Installer/Technician

57.90

Installer/Technician Foreman

62.38

Installer/Technician General Foreman

66.86

**ELECTRICIAN-  
LINEMAN/GROUNDMAN/HEAVY EQUIPMENT  
OPERATOR**

Groundman

42.66

2013-2014 Prevailing Wage Rates -- Clark County

Lineman	61.58
Foreman	67.11
General Foreman	72.55
Heavy Equipment Operator	51.34

**ELECTRICIAN-NEON SIGN**

Electrician-Neon Sign	47.28
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**ELECTRICIAN-WIREMAN****ADD ZONE RATE**

Wireman-Journeyman	58.26
Wireman-Cable Splicer	58.77
Wireman-Foreman	62.78
Wireman-General Foreman	67.30

**ELEVATOR CONSTRUCTOR**

Elevator Constructor-Journeyman Mechanic	87.91
Elevator Constructor-Mechanic In Charge	95.74

**FENCE ERECTOR**

Fence Erector	16.84
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**FLAGPERSON****ADD LABORER ZONE RATE**

Flagperson	44.31
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**FLOOR COVERER**

Floor Coverer-Journeyman	42.97
Floor Coverer-Foreman	47.70

**GLAZIER**

Glazier-Journeyman	60.54
Glazier-Foreman	64.77

**HIGHWAY STRIPER**

Highway Striper	32.56
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**HOD CARRIER-BRICK MASON TENDER****ADD LABORER ZONE RATE**

Brick Mason	44.18
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2013-2014 Prevailing Wage Rates - Clark County



<b>HOD CARRIER-PLASTERER TENDER</b>	<b><u>ADD LABORER ZONE RATE</u></b>
Plasterer-Tender-Journeyman	47.21
Plasterer-Tender-Foreman	49.21
Plasterer-Tender-General Foreman	50.21

<b>IRON WORKER</b>	
Ironworker-Journeyman	59.30
Ironworker-Foreman	62.60
Ironworker-General Foreman	66.23

**LABORER**

<b><u>SEE GROUP CLASSIFICATIONS</u></b>	<b><u>ADD ZONE RATE</u></b>
Group 1	45.81
Group 2	46.02
Group 3	46.12
Group 4	46.21
Group 5	46.31
Group 6A	48.97
Group 6B	48.22
Group 6C	48.47
Group 6D	48.83
Group 6E	48.47
Group 7	46.12
Foreman \$2.00 above highest paid journeyman supervised.	
General Foreman \$3.00 above highest paid foreman supervised.	

<b>MECHANICAL INSULATOR</b>	<b><u>ADD ZONE RATE</u></b>
Mechanical Insulator-Journeyman	58.43
Mechanical Insulator-Foreman	61.71
Mechanical Insulator-General Foreman	64.99

<b>MILLWRIGHT</b>	<b><u>ADD ZONE RATE</u></b>
Millwright-Journeyman	53.26
Millwright-Welder	54.26
Millwright-Foreman	56.67
Millwright-General Foreman	60.42

2013-2014 Prevailing Wage Rates - Clark County

**OPERATING ENGINEER****SEE GROUP CLASSIFICATIONS****ADD ZONE RATE**

Group 1	59.64
Group 2	60.59
Group 3	60.88
Group 4	62.37
Group 5	63.47
Group 6	62.59
Group 7	63.69
Group 8	62.70
Group 9	63.80
Group 10	62.82
Group 11	63.92
Group 12	62.99
Group 13	63.09
Group 14	63.12
Group 15	63.20
Group 16	63.32
Group 17	63.49
Group 18	63.59
Group 19	63.70
Group 20	63.82
Group 21	63.99
Group 22	64.09
Group 23	64.20
Group 24	64.32
Group 25	64.49

Add \$.50 per hour for "Special" Shift

Add \$1.00 per hour for "Multiple" Shift

**OPERATING ENGINEER:****CRANES, PILEDRIVING, & HOISTING EQUIPMENT****SEE GROUP CLASSIFICATIONS****ADD ZONE RATE**

<u>Group 1</u>	
Engineer Oiler	62.99
Forklift Operator	62.23
<u>Group 2</u>	
Truck Crane Oiler	62.99
<u>Group 3</u>	
A-Frame or Winch Truck Operator	62.23

2013-2014 Prevailing Wage Rates - Clark County

Ross Carrier Operator (Jobsite)	62.23
<u>Group 4</u>	
Bridge-Type Unloader and Turntable Operator	63.32
Helicopter Hoist Operator	63.32
<u>Group 5</u>	
Hydraulic Boom Truck (Pitman)	62.59
Stinger Crane (Austin-Western or Similar Type)	62.59
Tugger Hoist Operator (1 Drum)	62.59
<u>Group 6</u>	
Bridge Crane Operator	62.37
Cretor Crane Operator	62.37
Hoist Operator (Chicago Boom and Similar Type)	62.37
Lift Mobile Operator	62.37
Lift Slab Machine Operator (Vagtborg and Similar Types)	62.37
Material Hoist/Manlift Operator	62.37
Polar Gantry Crane Operator	62.37
Self Climbing Scaffold (or Similar Type)	62.37
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS, M.R.C.)	62.37
Silent Piler	62.37
Tugger Hoist Operator (2 Drum)	62.37
<u>Group 7</u>	
Pedestal Crane Operator	62.59
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS, M.R.C.)	62.59
Tower Crane Repairman	62.59
Tugger Hoist Operator (3 Drum)	62.59
<u>Group 8</u>	
Crane Operator (up to and including 25 ton capacity)	67.16
Crawler Transporter Operator	62.70
Derrick Barge Operator (up to and including 25 ton capacity)	62.70
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	62.70
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS, M.R.C.)	62.70
<u>Group 9</u>	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	66.16
Derrick Barge Operator (over 25 tons, up to and	62.99
2013-2014 Prevailing Wage Rates -- Clark County	

including 50 tons M.R.C.)	
Highline Cableway Operator	62.82
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	62.82
K-Crane	62.82
Polar Crane Operator	62.82
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons, One (1) Ton Operator	62.82

Group 10

Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	66.71
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	64.16
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons; up to and including 100 tons M.R.C.)	64.16
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	66.12

Group 11

Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	66.71
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	65.16
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	65.16
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	66.71
Tower Crane Operator and Tower Gantry	67.16

Group 12

Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	69.35
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	66.16
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	66.16
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	69.35

Group 13

Crane Operator (over 300 tons)	70.72
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2013-2014 Prevailing Wage Rates – Clark County

Derrick Barge Operator (over 300 tons)	67.16
Helicopter Pilot	67.16
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	67.16
Mobile Tower Crane Operator (over 300 tons)	70.12
Add \$.50 per hour for "Special" Shift	
Add \$1.00 per hour for "Multiple" Shift	

**OPERATING ENGINEER-SURVEYOR**  
**SEE GROUP CLASSIFICATIONS**

	<u>ADD ZONE RATE</u>
Group 1	61.56
Group 2	62.37
Group 3	62.59
Group 4	62.87
Group 5	62.99
Group 6	63.09
Group 7	63.12
Group 8	63.49
Group 9	63.62
Group 10	64.12

**OPERATING ENGINEER -TUNNEL**  
**SEE GROUP CLASSIFICATIONS**

	<u>ADD ZONE RATE</u>
Group 1	61.49
Group 2	62.44
Group 3	62.73
Group 4	62.87
Group 5	63.09
Group 6	63.20
Group 7	63.32
Group 8	63.49
Group 9	63.62

**PAINTER**

Painter-Journeyman	48.66
Painter-Foreman	51.78

2013-2014 Prevailing Wage Rates ~ Clark County



**PILEDRIIVER**

Driverman, Rigger, Bridge and Dock Carpenter	50.81
Certified Welder	51.31
Piledriver-Foreman	54.30
Diver-Diving (wet pay)	94.72
Stand-By Diver	55.30
Tender	54.30

**PLASTERER**ADD ZONE RATE

Plasterer-Journeyman	46.01
Plasterer-Foreman	49.25
Plasterer-General Foreman	50.87

**PLUMBER/PIPEFITTER**ADD ZONE RATE

Plumber/Pipefitter-Journeyman	59.63
Plumber-Foreman	63.49
Plumber-General Foreman	67.34

**REFRIGERATION**

Refrigeration-Journeyman	59.63
Refrigeration-Foreman	63.49
Refrigeration-General Foreman	67.34

**ROOFER**

(Does not include sheet metal roofs)

Roofer-Journeyman	32.16
Roofer-Foreman	37.03

**SHEET METAL WORKER**ADD ZONE RATE

Sheet Metal-Journeyman	63.52
Sheet Metal-Foreman	67.78
Sheet Metal-General Foreman	72.04

**SPRINKLER FITTER**

Sprinkler Fitter-Journeyman	58.42
Sprinkler Fitter-Foreman	60.97
Sprinkler Fitter-General Foreman	63.42

**TAPER**

Taper	48.66
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2013-2014 Prevailing Wage Rates -- Clark County

<b>TILE SETTER/TERRAZZO WORKER/MARBLE MASON</b>	<b><u>ADD ZONE RATE</u></b>
Tile Setter/Terrazzo Worker/Marble Mason-Finisher	35.65
Tile Setter	48.08
Terrazzo Worker/Marble Mason	50.71

<b>TRAFFIC BARRIER ERECTOR</b>	<b><u>ADD LABORER ZONE RATE</u></b>
Traffic Barrier Erector	45.81

<b>TRUCK DRIVER</b>	
<b><u>SEE GROUP CLASSIFICATIONS</u></b>	<b><u>ADD ZONE RATE</u></b>
Group 1	48.50
Group 2	48.60
Group 3	48.81
Group 4	48.99
Group 5	49.14
Group 6	49.49
Foreman \$1.00 above highest paid journeyman supervised,	

<b>WELL DRILLER</b>	
Well Driller	13.65

<b>EQUIPMENT GREASER (RACK)</b>	<b><u>ADD OPERATING ENGINEER ZONE RATE</u></b>
Equipment Greaser (rack)	62.37

<b>EQUIPMENT GREASER (GREASE TRUCK)</b>	<b><u>ADD OPERATING ENGINEER ZONE RATE</u></b>
Equipment Greaser (grease truck)	62.37

<b>EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)</b>	<b><u>ADD OPERATING ENGINEER ZONE RATE</u></b>
Equipment Greaser (grease truck/multi-shift)	63.47

<b>TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)</b>	<b><u>ADD OPERATING ENGINEER ZONE RATE</u></b>
Tunnel, Equipment Greaser (grease truck)	62.37

2013-2014 Prevailing Wage Rates - Clark County

**FIELD SOILS AND MATERIAL TESTER**

Field Soils and Material Tester 60.59

**FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)**

Field Asphaltic Concrete (soils and material tester) 60.59

## Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
4. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
  - Amendments to the prevailing wage determinations;
  - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

**AIR BALANCE TECHNICIAN**, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

**ALARM INSTALLER**, includes but is not limited to:

2013-2014 Prevailing Wage Rates – Clark County

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

**BOILERMAKER**, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

**BRICKLAYER**, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

**CARPENTER**, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs; drywall, lathing, wall partitions, prefabricated BFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and holting, stripping and removing of all forms which are to be reused;

2013-2014 Prevailing Wage Rates - Clark County

4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

**CEMENT MASON**, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

**ELECTRONIC COMMUNICATION INSTALLER/TECHNICIAN**, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

**ELECTRONIC COMMUNICATION SENIOR INSTALLER/TECHNICIAN**, includes but is not limited to:

May include the duties of the Installer/Technician; working with, supervising, and coordinating the work of the Installer/Technician.

**ELECTRICIAN LINEMAN**, includes but is not limited to:

2013-2014 Prevailing Wage Rates - Clark County

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Stringing wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

**ELECTRICIAN GROUNDMAN**, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

**ELECTRICIAN-NEON SIGN**, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

**ELECTRICIAN WIREMAN**, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;

2013-2014 Prevailing Wage Rates – Clark County



9. As necessary, cutting and welding steel structural members;
10. Handling and installation of all electrical equipment, appliances, apparatus and materials at the site of the public work and necessary to the execution of the contract for the public work.

**ELEVATOR CONSTRUCTOR**, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

**FENCE ERECTOR**, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

**FLOOR COVERER**, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

**GLAZIER**, includes but is not limited to:

2013-2014 Prevailing Wage Rates – Clark County

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging glass, or materials used in lieu thereof, on trucks at the site of the public work;

**HIGHWAY STRIPER**, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

**HOD CARRIER-BRICK MASON TENDER**, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

**HOD CARRIER-PLASTERER TENDER**, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

**IRONWORKER**, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;

2013-2014 Prevailing Wage Rates – Clark County

4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

**LABORER**, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types; air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

**MARBLE MASON**, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

**MECHANICAL INSULATOR**, includes but is not limited to:

2013-2014 Prevailing Wage Rates -- Clark County

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilslite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

**MILLWRIGHT**, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

**OPERATING ENGINEER**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

**PAINTER**, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;

2013-2014 Prevailing Wage Rates – Clark County

5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

**PILEDRIIVER**, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

**PIPEFITTER**, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

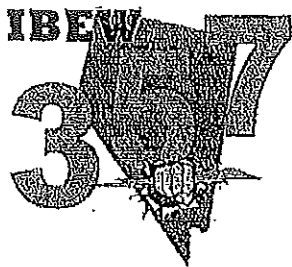
- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

**PLASTERER**, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;



Exhibit 1-C



# IBEW LOCAL 357

SERVING SOUTHERN NEVADA SINCE 1931

Al D. Davis

*Business Manager / Financial Secretary*

Charles T. Stetson

*President*

October 9, 2013

Darren Enns  
Southern Nevada Building and Construction Trades Council  
1701 Whitney Mesa Dr. Suite 101  
Henderson, NV 89014

Dear Darren:

Please be advised that Local Union #357 of the International Brotherhood of Electrical Workers is requesting a strike sanction against **Convention Technical Services**. This is for any and all jobs because of not paying area standards.

Your cooperation in this matter would be greatly appreciated.

Sincerely,

Al D. Davis  
Business Manager/Financial Secretary  
IBEW Local #357

ADD/dfj  
OPEIU#337  
AFL-CIO

cc: LVCVA Board Members

808 N. Lamb Blvd. • Las Vegas, Nevada 89110 • 702-452-9357 • Fax 702-452-7191

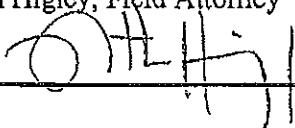
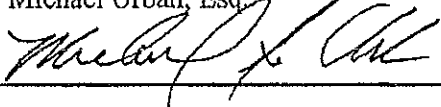


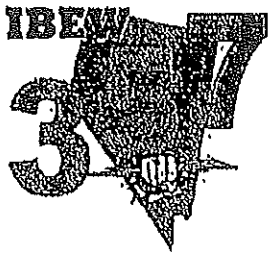
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STIPULATION OF FACTS

1. Desert Sun Enterprises Limited d/b/a Convention Technical Services, LLC (Employer) performs electrical services work for participants in convention and trade shows in Las Vegas, Nevada, at the Las Vegas Convention Center (LVCC).
2. In conducting its operations during the 12-month period ending October 22, 2013, the Employer purchased and received at the Employer's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.
3. At all material times, the Employer has been an employer engaged in commerce within the meaning of Section 2 (2), and (7) of the Act.
4. At all material times, International Brotherhood of Electrical Workers Local Union 357, AFL-CIO (Respondent), has been a labor organization within the meaning of Section 2(5) of the Act.
5. The Las Vegas Convention and Visitors Authority (the LVCVA) is a governmental entity that manages the LVCC that includes common-situs exhibition halls where employees dispatched by Respondent and other labor organizations perform work.
6. In conducting its operations during the 12-month period ending October 22, 2013, the LVCVA purchased and received at the LVCC goods valued in excess of \$50,000 directly from points outside the State of Nevada.
7. At all material times, the LVCVA has been a person within the meaning of Section 2(1) and Section 8(b)(4) of the Act.
8. Fern Exposition Services, an official services contractor, contracted Employer to perform electrical services work for the ABC Kids Show scheduled to take place from October 15-18, 2013 at the LVCC.

9. On October 9, 2013, Max Carter, Assistant Business Manager of Respondent, reported to Al Davis, Business Manager and Financial Secretary of Respondent, that Employer was performing work on the ABC Kids Show at the LVCC. Davis told Carter to get a strike sanction against Employer for Employer's alleged failure to pay area standard wages and benefits.
10. Also on October 9, Max Carter prepared the strike sanction request letter, Al Davis signed it, and Carter sent it to the Southern Nevada Building and Construction Trades Council. He also sent the letter to selected members of the Board of Directors for the LVCVA. (Exhibit 1 attached).
11. Later the same day, October 9, 2013, the Trades Council sent its approval of a strike sanction against Employer to Carter.
12. Respondent's strike sanction request letter and the Trades Council's approval of this request did not inform anyone that, if it established a picket line, it would comply with the standards contained in *Sailors Union of the Pacific (Moore Dry Dock)*, 92 NLRB 547 (1950).

COUNSEL FOR THE GENERAL COUNSEL		COUNSEL FOR RESPONDENT	
Nathan Higley, Field Attorney	Date	Michael Urban, Esq.	Date
	5/6/14		5/6/14



# IBEW LOCAL 357

SERVING SOUTHERN NEVADA SINCE 1931

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Sincerely,

Al D. Davis  
Business Manager/Financial Secretary  
IBEW Local #357

ADD/dfj  
OPEIU#537  
AFL-CIO

cc: LVCVA Board Members

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JTX/c  
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